

<b>SOLICITATION, OFFER AND AWARD</b>				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) ➡		RATING		PAGE OF PAGES 1 38	
2. CONTRACT NO.		3. SOLICITATION NO. 797-02-08		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED		6. REQUISITION/PURCHASE NO.	
7. ISSUED BY (049A3G) CODE  Department of Veterans Affairs Acquisition Operations Service P.O. Box 40909 Austin, TX 78704-0016  <a href="mailto:Joseph.Langenderfer@mail.va.gov">Joseph.Langenderfer@mail.va.gov</a>				8. ADDRESS OFFER TO (If other than Item 7)  To Be Cited on Individual Task Orders					
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".									
<b>SOLICITATION</b>									
9. Global Information Technology Support Service (GITSS)									
10. FOR INFORMATION CALL: ➡		A. NAME Joseph Langenderfer		B. TELEPHONE (Include area code) (NO COLLECT CALLS) (512) 326-6332			C. E-MAIL ADDRESS See Block 7		
11. TABLE OF CONTENTS									
(√)	SEC.	DESCRIPTION		PAGE(S)	(√)	SEC.	DESCRIPTION		PAGE(S)
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<b>OFFER (Must be fully completed by offeror)</b>									
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.									
12. In compliance with the above, the undersigned agrees, if this offer is accepted within <u>120</u> calendar days (60 calendar days unless a period is inserted by the offeror) from the date of receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule. <span style="float: right;"><i>different</i></span>									
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8) ➡				10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %		
14. ACKNOWLEDGEMENTS OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:				AMENDMENT NO.	DATE	AMENDMENT NO.	DATE		
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)				
15B. TELEPHONE NO. (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>			17. SIGNATURE		18. OFFER DATE		
<b>AWARD (To be completed by Government)</b>									
19. ACCEPTED AS TO ITEMS NUMBERED 0001-0006				20. AMOUNT See B-3		21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:  <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )				See Section G		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ➡			
						ITEM See Section G			
24. ADMINISTERED BY (If other than Item 7) CODE						25. PAYMENT WILL BE MADE BY CODE			
						To Be Cited on Individual Task Orders			
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)		28. AWARD DATE			

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

AUTHORIZED FOR LOCAL REPRODUCTION  
PREVIOUS EDITION IS UNUSABLE

STANDARD FORM 33 (REV. 9-97)  
Prescribed by GSA  
FAR (48 CFR) 53.21(c)

## **B-1 CLAUSES AND PROVISIONS**

Clauses and provisions from the Federal Acquisition Regulation (FAR) and supplements thereto are incorporated in this document by reference and in full text. Those incorporated by reference have the same force and effect as if they were given in full text. The full text versions of the FAR clauses are available on the Internet at the following address: <http://www.arnet.gov/far/>.

Clauses and provisions in this document will be numbered in sequence, but will not necessarily appear in consecutive order.

Section K, L and M will be physically removed from any resultant award, but will be deemed to be incorporated, by reference, in that award.

## **B-2 ACRONYMS**

Common acronyms that may be used in this document include:

CLIN – Contract Line Item Number	OCONUS – Outside Continental United States
CONUS – Continental United States	ODCs – Other Direct Costs
EST – Estimate	QTY – Quantity
FAR – Federal Acquisition Regulation	RFP – Request for Proposal
FP – Fixed-Price	SOO – Statement of Objectives
FFP – Firm Fixed-Price	SOW – Statement of Work
IAW – In Accordance With	T&M – Time and Material
IT – Information Technology	TBD – To Be Determined
L/H – Labor-Hour	TBN – To Be Negotiated
MO – Month	VA – Department of Veterans Affairs
NTE – Not-to-Exceed	

## **B-3 CONTRACT MINIMUM/MAXIMUM AMOUNTS**

Pursuant to FAR 52.216-22(b), the maximum ceiling amount for this contract is \$2,999,982,000.00 and the minimum amount is \$2,000.00. The GITSS program will be considered expired if/when the cumulative amounts for all ten (10) contracts that comprise the program reach \$3 billion.

## **B-4 CONTRACT TYPE**

This is an Indefinite Quantity/Indefinite Delivery (ID/IQ) contract. Task Orders can be placed against this contract in accordance with the CLIN structure listed in Section B on a FP, T&M, or L/H basis. Task Orders will be placed on this contract from the effective date of this contract (Block 28 of the SF 33) through 84 months thereafter. The period from month 85 to month 96 is for final performance of work ordered through month 84. Task Orders will be placed in accordance with Section H, Special Contract Requirements H-14 and H-15.

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ITEM	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
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**INFORMATION CLIN 0001**

**NOUN:** Information Technology and Telecommunication Support Services

**CONTRACT TYPE:** FIXED-PRICED TASK ORDERS

**DESCRIPTIVE DATA:**

The contractor shall perform services and provide deliverables IAW the SOW, entitled, “Global Information Technology Support Services (GITSS)”, dated April 29, 2003, attached hereto as Section J, Attachment 1. Task Orders for services and deliverables will be placed IAW the Special Contract Requirements H-14 and H-15. The fully loaded labor rates set forth in Section J, Attachment 2, shall be used for determining Task Order prices. However, the contractor may choose to discount its rates as it sees fit for individual Task Orders. Payment for work performed under this CLIN will be made IAW the Special Contract Requirement H-16. Contract pricing periods are defined as follows:

- Period 1 – Contract Award through 12 months thereafter
- Period 2 – 13 through 24 months after award
- Period 3 – 25 through 36 months after award
- Period 4 – 37 through 48 months after award
- Period 5 – 49 through 60 months after award
- Period 6 – 61 through 72 months after award
- Period 7 – 73 through 84 months after award
- Period 8 – 85 through 96 months after award \*

\* No Task Orders will be issued after Period 7. Period 8 Rates shall be used for work projected between month 85 and 96 of the contract.

**INFORMATION CLIN 0002**

**NOUN:** Information Technology and Telecommunication Support Services

**CONTRACT TYPE:** TIME AND MATERIALS TASK ORDERS

**DESCRIPTIVE DATA:**

The contractor shall perform services and provide deliverables IAW the SOW, entitled, “Global Information Technology Support Services (GITSS)”, dated April 29, 2003, attached hereto as Section J, Attachment 1. Task Orders for services and deliverables will be placed IAW the Special Contract Requirements H-14 and H-15. The fully loaded labor rates set forth in Section J, Attachment 2, shall be used for determining Task Order ceiling amounts. However, the contractor may choose to discount its rates as it sees fit for individual Task Orders. Payment for work performed under this CLIN will be made IAW the Special Contract Requirement H-17. Contract pricing periods are the same as those defined for CLIN 0001 above.

No Task Orders will be issued after Period 7. Period 8 Rates shall be used for work projected between month 85 and 96 of the contract.

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ITEM	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
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**INFORMATION CLIN 0003**

**NOUN:** Material/Unforeseen Subcontracting Related to CLIN 0002 Performance

**CONTRACT TYPE:** TIME AND MATERIALS TASK ORDERS

**DESCRIPTIVE DATA:**

The contractor shall be reimbursed for allowable items or direct costs incidental to material and unforeseen subcontracting related to performance of CLIN 0002 above. No profit or fee is allowed on CLIN 0003 expenses. Payment under this CLIN will be made IAW the Special Contract Requirement H-18. The applicable prime contractor's provisional burden rates will be applied as follows:

Period 1 (Day 1 – 12 months)	<u>0</u> %
Period 2 (13 – 24 months)	<u>0</u> %
Period 3 (25 – 36 months)	<u>0</u> %
Period 4 (37 – 48 months)	<u>0</u> %
Period 5 (49 – 60 months)	<u>0</u> %
Period 6 (61 – 72 months)	<u>0</u> %
Period 7 (73 – 84 months)	<u>0</u> %
Period 8 (85 – 96 months)	<u>0</u> %*

\* No Task Orders will be issued after Period 7. Period 8 Rates shall be used for work projected between month 85 and 96 of the contract.

**INFORMATION CLIN 0004**

**NOUN:** Information Technology and Telecommunication Support Services

**CONTRACT TYPE:** LABOR-HOUR TASK ORDERS

**DESCRIPTIVE DATA:**

The contractor shall perform services and provide deliverables IAW the SOW, entitled, "Global Information Technology Support Services (GITSS)", dated April 29, 2003, attached hereto as Section J, Attachment 1. Task Orders for services and deliverables will be placed IAW the Special Contract Requirements H-14 and H-15. The fully loaded labor rates set forth in Section J, Attachment 2, shall be used for determining Task Order ceiling amounts. However, the contractor may choose to discount its rates as it sees fit for individual Task Orders. Payment for work performed under this CLIN will be made IAW the Special Contract Requirement H-17. Contract pricing periods are the same as those defined for CLIN 0001 above.

No Task Orders will be issued after Period 7. Period 8 Rates shall be used for work projected between month 85 and 96 of the contract.

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ITEM	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
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**INFORMATION CLIN 0005**

**NOUN:** Other Direct Costs (ODCs) Related to CLINs 0002 and 0004 Performance

**CONTRACT TYPE:** REIMBURSABLE

**DESCRIPTIVE DATA:**

The contractor will be reimbursed for allowable items of direct costs incidental to travel and subsistence required to perform on CLINs 0002 and 0004 above. No profit or fee is allowed on CLIN 0005 expenses. Payment under this CLIN will be made IAW the Special Contract Requirement H-19. The applicable prime contractor's provisional burden rates shall be applied as follows:

Period 1 (Day 1 – 12 months)	<u>0</u> %
Period 2 (13 – 24 months)	<u>0</u> %
Period 3 (25 – 36 months)	<u>0</u> %
Period 4 (37 – 48 months)	<u>0</u> %
Period 5 (49 – 60 months)	<u>0</u> %
Period 6 (61 – 72 months)	<u>0</u> %
Period 7 (73 – 84 months)	<u>0</u> %
Period 8 (85 – 96 months)	<u>0</u> %*

\* No Task Orders will be issued after Period 7. Period 8 Rates shall be used for work projected between month 85 and 96 of the contract.

**INFORMATION CLIN 0006**

**NOUN:** Data and Reports

**CONTRACT TYPE:** NOT SEPARATELY PRICED

**DESCRIPTIVE DATA:**

The contractor shall furnish Data and Reports that may be required by the Basic Contract or the SOWs for the individual Task Orders issued under this contract. Unless otherwise stated in the Basic Contract, the specific reporting requirements and formats will be established in each Task Order SOW. For Task Order reporting the price of this CLIN will be included in either CLINs 0001, 0002, or 0004, depending on the contract type of the Task Order.

**PART I - THE SCHEDULE  
SECTION – C  
DESCRIPTION/SPECIFICATION/WORK STATEMENTS**

**DESCRIPTION, SPECIFICATIONS, WORK STATEMENTS**

Task Orders will be issued under the terms and conditions of this ID/IQ contract within the scope of the SOW, entitled, “Statement of Work for Global Information Technology Support Services (GITSS)”, dated April 29, 2003. This SOW is included as Attachment 1 to Section J hereof.

**PART I – THE SCHEDULE  
SECTION D  
PACKAGING AND MARKING**

**PACKAGING AND MARKING**

- (a) Any equipment, parts, material or other deliverable items provided by the contractor under CLINS 0001 through 0006 will be packaged and marked with the appropriate commercial packaging to insure safe arrival at the destination. Section D of the Task Order will contain any specific marking instructions for the packaging.
  - (b) The cost of any special packaging, marking, or shipping associated with equipment, parts, material or other deliverables necessary to successfully complete a Task Order shall be proposed and established on CLIN 0001 for FP Task Orders or CLINs 0002 or 0004 for Non-FP Task Orders
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Appointed QARs and/or COTRs will participate in the administration of the Task Orders issued under this contract by evaluating contractor performance, inspecting services for the Government, and providing a report of inspection as well as contractor performance assessments to the Contracting Officer. This designation does not include authority to direct and/or authorize the contractor to make changes in the scope or terms and conditions of the Task Order without written approval of the Contracting Officer. The contractor will be notified in writing by the Contracting Officer of the name, duties, and limitations on the QAR/COTR responsibilities IAW Special Contract Requirement H-07.



**PART I – THE SCHEDULE  
SECTION F  
DELIVERIES OR PERFORMANCE**

**NOTICE:** The following contract clauses pertinent to this section are hereby incorporated by reference:

**FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES**

- |           |   |
|-----------|---|
| 52.242-15 | STOP-WORK ORDER (AUG 1989)<br>(IAW FAR 42.1305(b)(1))       |
| 52.242.17 | GOVERNMENT DELAY OF WORK (APR 1984)<br>(IAW FAR 42.1305(d)) |
| 52.247-34 | F.O.B. DESTINATION (NOV 1991)<br>(IAW FAR 47.303-6I)        |

**NOTICE:** The following contract clauses pertinent to this section are hereby incorporated in full text:

**F-1 PERIOD FOR PLACING TASK ORDERS**

The period for placing Task Orders under this contract is from the date of award (Block 28 of the SF 33) to 84 months thereafter.

**F-2 PERIOD OF PERFORMANCE**

Section F of each Task Order will delineate the specific period of performance and/or delivery schedule(s). No Task Order will be issued that requires the contractor to perform beyond the end of the 96<sup>th</sup> month after award. Therefore, the period of performance under this contract is from the effective date through the 96<sup>th</sup> month thereafter.

**F-3 PLACE OF PERFORMANCE**

Each Task Order issued will designate the place(s) of performance, which may include Government CONUS sites, contractor sites, or overseas sites.

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**PART I – THE SCHEDULE  
SECTION G  
CONTRACT ADMINISTRATION DATA**

**NOTICE:** The following contract clauses pertinent to this section are hereby incorporated in full text:

**G-1 ADMINISTRATIVE MATTERS**

- (a) The physical address, email address, telephone number, and facsimile number of the **Contracting Officer for this Basic Contract** are:

Department of Veterans Affairs (VA)  
Acquisition Operations Service  
Attn: Joseph Langenderfer  
P.O. Box 40909  
Austin, TX 78704-0016

[Joseph.Langenderfer@mail.va.gov](mailto:Joseph.Langenderfer@mail.va.gov)

Phone: (512) 326-6332

Fax: (512) 326-6028

- (b) The physical address, email address, telephone number and facsimile number of the **Contracting Officer's Technical Representative (COTR) for the Basic Contract** are:

Department of Veterans Affairs (VA)  
Austin Automation Center  
Chief, Acquisition Management Section (316)  
Attn: David W. Peterson  
P.O. Box 40909  
Austin, TX 78704-0016

[David.Peterson@mail.va.gov](mailto:David.Peterson@mail.va.gov)

Phone: (512) 326-6020

Fax: (512) 326-6028

- (c) The physical address, email address, and telephone number of the **VA Task Order Ombudsmen** are:

Department of Veterans Affairs (VA)  
Director, Acquisition Resources Service  
Attn: C. Ford Heard  
810 Vermont Ave., NW  
Washington, DC 20420

[Ford.Heard@mail.va.gov](mailto:Ford.Heard@mail.va.gov)

Phone: (202) 326-8815

The role of the VA Task Order Ombudsman is to review and make determinations regarding contract holders' complaints pertaining to VA's application of the fair opportunity selection process as defined in Section H-16. For Task Orders issued by agencies other than VA, those agencies will provide the name and contact information for the individual who will serve as Ombudsman for their requirements.

- (d) The physical addresses, email addresses, telephone numbers, and facsimile numbers of the Contracting Officers for the individual Task Orders will be cited in those Task Orders.
- (e) The addresses and telephone numbers of the Paying Offices for the individual Task Orders will be

cited in each Task Order.

- (f) Unless otherwise specified, the Contracting Officer issuing a Task Order under this contract will be responsible for the administration of that Task Order. Conflicts in interpretation of the provisions contained in this contract will be brought to the attention of the Contracting Officer listed in G-1 (a) above for resolution.

## **G-2 CONTRACTOR'S CONTRACT ADMINISTRATION**

The contractor's contract administration functions shall be performed at the following:

NAME AND TITLE: \_\_\_\_\_

RESPONSIBLE OFFICE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

TELEFAX NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

DUNS NUMBER: \_\_\_\_\_

CAGE CODE: \_\_\_\_\_

TAX ID NUMBER: \_\_\_\_\_

## **G-3 REMITTANCE ADDRESS**

If the remittance address is different from the mailing address, enter the remittance address below. Failure to provide this information may impact payment.

Payment to: \_\_\_\_\_

Bank ABA#: \_\_\_\_\_

Account # \_\_\_\_\_

Payment by electronic funds is covered by FAR 52.232-33, in Section I of this contract.

## **G-4 INCREMENTAL FUNDING**

Task Orders issued under this contract may be incrementally funded pursuant to the "Limitation of Funds" clause, FAR 52.232-22. If incrementally funded, a Task Order will state the amount obligated and the estimated date through which the funds will sufficiently fund the Task Order.

## **G-5 ACCOUNTING AND APPROPRIATION DATA**

Accounting and Appropriation Data will be cited in each Task Order issued under the Basic Contract. Further, the following information may be provided:

CLIN, Purchase Request, Accounting and Appropriation Data, Amount Obligated, and Purchase Order Number (VA Task Orders)

## **G-6 SUBMISSION OF INVOICES**

The contractor shall comply with the instructions provided in Special Contract Requirements H-16 through H-19. In addition, each invoice shall include the name, address of the contractor, invoice date, invoice number, contract number, Task Order number, VA Purchase Order number (if applicable), description, quantity, and unit of measure, amount of invoice, labor hours (if applicable), and the invoice period.

## **G-7 REPORTING ASSOCIATED WITH THE BASIC CONTRACT**

The contractor shall submit various reports to the designated *BuyIT.Gov* officials through the VA's electronic mail system or through other systems that may be designated for that purpose. Contractor personnel responsible for the administration of this contract must be able to send and receive electronic messages, and will be required to communicate via VA's electronic mail system during the life of the contract. The email addresses of Government personnel are provided in this contract. The Government may also change the designated *BuyIT.Gov* officials during the life of the contract. The contractor will be notified of these changes and provided the email addresses of the new designated officials.

The following electronic reports are required for the Basic Contract:

- (a) Cost Recovery Report: The contractor shall submit a quarterly Cost Recovery Report in accordance with the requirements stated in H-30.
  - (b) Contract Activity Report: The contractor shall submit a Contract Activity Report for each contract month to the Contracting Officer listed in G-1 (a) and the COTR listed in G-1 (b). The report shall be submitted by the tenth calendar day following the close of each calendar month. The report shall include the following for each Task Order issued: 1) Dollar value at the time of award; 2) Effective date; 3) Brief general description of work being performed; 3) List of modifications issued, the purpose of the modification, and the date issued; 4) Dollar value of those modifications; 5) Current value of the Task Order; 6) Scheduled completion date along with the contractor's assessment of whether or not the performance is on schedule; 7) Brief list and explanation of any modifications in process, but not yet awarded; 8) Date the Task Order was closed-out by the issuing office, if applicable; and 9) Name, address, phone number and E-mail address of the current Government Contracting Officer as well as the primary COTR. Contractor format is acceptable.
  - (c) Miscellaneous Special Reports: From time to time the Government may require brief, informal, special reports or information associated with the overall administration of the Basic Contract. The Contracting Officer listed in G-1 (a) will notify the contractor's representative of the specific reporting requirements and establish a mutually acceptable response time and format.
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**PART I – THE SCHEDULE  
SECTION H  
SPECIAL CONTRACT REQUIREMENTS**

- H-01 RELEASE OF INFORMATION
  - H-02 CONTRACT HOLIDAYS
  - H-03 ORGANIZATIONAL CONFLICT OF INTEREST
  - H-04 COMPLIANCE WITH GOVERNMENT SITE REGULATIONS
  - H-05 KEY PERSONNEL
  - H-06 WORK BY OTHER CONTRACTORS
  - H-07 CONTRACTING OFFICER’S TECHNICAL REPRESENTATIVE
  - H-08 SUCCESSOR CONTRACTOR
  - H-09 CONTRACTOR RESPONSIBILITIES
  - H-10 CLASSIFIED TASK ORDERS
  - H-11 OTHER SECURITY REQUIREMENTS ASSOCIATED WITH GITSS TASK ORDERS
  - H-12 CONTRACTING OFFICER AUTHORITY
  - H-13 INDEMNIFICATION
  - H-14 SELECTION OF CONTRACTORS FOR TASK ORDER AWARD
  - H-15 TASK ORDERING PROCEDURES
  - H-16 PAYMENT PROCEDURES RELATED TO FAR 52.232-1 (FP TASK ORDERS-CLIN 0001)
  - H-17 PAYMENT PROCEDURES RELATED TO FAR 52.232-7 (T&M AND L/H TASK ORDERS-CLIN 0002 & 0004)
  - H-18 PAYMENT FOR MATERIAL/UNFORESEEN SUBCONTRACTING ASSOCIATED WITH T&M TASK ORDERS (CLIN 0003)
  - H-19 PAYMENT FOR OTHER DIRECT COST EXPENSES (CLIN 0005) ASSOCIATED WITH T&M OR L/H TASK ORDERS
  - H-20 ADJUSTMENT OF CONTRACT RATES
  - H-21 CONTRACTOR PERSONNEL AND QUALIFICATIONS
  - H-22 GOVERNMENT FURNISHED MATERIAL, PROPERTY AND INFORMATION
  - H-23 FACILITY SUPPORT
  - H-24 ENHANCED SUBCONTRACTING PLAN (APPLICABLE TO LARGE BUSINESS CONCERNS ONLY)
-

- H-25 TASK ORDER CLOSEOUT
  - H-26 GOVERNMENT DATA RIGHTS
  - H-27 DATA RIGHTS IN COMPUTER SOFTWARE
  - H-28 CONFIDENTIALITY
  - H-29 CONTRACT USAGE FEE
  - H-30 CONTRACTOR’S COST RECOVERY REPORT (CRR)
  - H-31 CONTRACTOR USE OF GSA SCHEDULE CONTRACTS
  - H-32 ADDITION OF CONTRACT HOLDERS TO GITSS
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**NOTICE:** The following contract provisions pertinent to this section are hereby incorporated in full text:

#### **H-01 RELEASE OF INFORMATION**

- (a) The contractor shall not make public release of any information related to all or any part of this Basic Contract or a Task Order without prior approval of the respective Contracting Officer for the Basic Contract or the Task Order, as appropriate.
- (b) For the purposes of the Special Contract Requirement, “information” includes but is not limited to news releases, articles, manuscripts, brochures, advertisements, still and motion pictures, speeches, trade association meetings, symposia, published professional papers, etc.
- (c) The contractor shall submit 3 copies of any information thirty (30) days prior to the desired release date for security and policy review/clearance.
- (d) The contractor further agrees to include this requirement in any teaming arrangement or subcontract as a result of this contract.

#### **H-02 CONTRACT HOLIDAYS**

- (a) The prices/costs in Section B of the contract shall take into account holiday observances. For Non-FP Task Orders, the Government shall not be separately billed for such holidays, except when services are required by the Government and are actually performed on the holiday.
- (b) The following are Federal holidays, which may affect the contractor’s ability to access Government facilities:

New Years Day	January 1st
Martin Luther King’s Birthday	3 <sup>rd</sup> Monday in January
President’s Day	3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1 <sup>st</sup> Monday in September
Columbus Day	2 <sup>nd</sup> Monday in October
Veteran’s Day	November 11 <sup>th</sup>
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Christmas Day	December 25th

#### **H-03 ORGANIZATIONAL CONFLICT OF INTEREST**

- (a) To prevent conflicting roles which may bias the contractor’s judgment or objectivity, or to preclude the contractor from obtaining an unfair advantage in current or future acquisitions, the contractor may be restricted as stated in an individual Task Order, as set forth in subparagraph (b) below. The Contracting Officers for individual Task Orders will identify in their solicitations and subsequent Task Orders the specific restrictions that they determine to be appropriate to mitigate their potential Conflict of Interest situation(s). Any restrictions shall apply only to the actual contractor entity (prime and/or subcontractor) that performs on the specific Task Order. Unless otherwise specified in a Task Order, for the purposes of this Special Contract Requirement, contractor or subcontractor is defined as the Business Group actually performing the work on a Task Order.
- (b) The following rules may apply to Task Orders:

(1) Systems Engineering and Technical Direction as defined in FAR 9.505-1(b): If the contractor is awarded a Task Order to provide systems engineering and/or technical direction, the contractor agrees

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not to accept award of a Task Order to supply the system or any major components thereof or to be a subcontractor or consultant to a supplier of the system or its major components for a period of time, to be established by the Task Order Contracting Officer, after completion of work for that Task Order.

(2) Preparing Specifications or Work Statements (FAR 9.505-2):

A. If the contractor is awarded a Task Order that requires preparation of specifications for non-developmental items, to be used in a competitive acquisition, the contractor agrees not to compete or accept award of a Task Order to furnish these items, either as a prime contractor or subcontractor, for a period of time, to be established by the Task Order Contracting Officer, after completion of the work. This rule shall not apply to contractors that furnish at the Government's request, specifications or data regarding a product they provide, even though the specifications or data may have been paid for separately or through the price of a product or in situations in which the contractor, acting as an industry representative, is assisting a Government agency under the control of Government representatives. The rule shall not apply if the contractor is the sole source, participated in the development and design work, or more than one contractor was involved in preparing the work statement.

B. If the contractor is awarded a Task Order that requires them to draft complete specifications for non-developmental items, the contractor agrees not to compete on a Task Order for products based on the specifications, either as a prime contractor or as a subcontractor, for a period of time to be established by the Task Order Contracting Officer. The rule shall not apply if the contractor is the sole source, participated in the development and design work, or more than one contractor was involved in preparing the work statement.

C. If the contractor is awarded a Task Order that requires preparation, or assisting in preparation of a work statement to be used in competitively acquiring a system or services, or the work provides material leading directly, predictably, and without delay to a work statement, the contractor agrees not to pursue or accept award of a Task Order or subcontract for supply of the system, major components of the system, or the services for a period of time established by the Task Order Contracting Officer. The rule shall not apply if the contractor is the sole source, participated in the development and design work, or more than one contractor was involved in preparing the work statement.

(3) Providing Evaluation Services (FAR 9.505-3): If the contractor is awarded a Task Order that requires the evaluation of products or services, the contractor agrees not to evaluate its own services or products or those of a competitor without putting into place proper safeguards to ensure objectivity to protect the Government's interest. The contractor further agrees to inform the Contracting Officer for that Task Order of the safeguards it has established to protect the Government's interest.

4) Obtaining Access to Proprietary Information (FAR 9.505-4): If the contractor is awarded a Task Order that will require them to have access to other companies' tangible forms of proprietary information to perform, the contractor agrees to protect the other companies' information from unauthorized use or disclosure for any purpose other than that for which it was furnished unless the information is furnished voluntarily without limitation on its use or it is available from other sources without restriction. The contractor further agrees to provide to the Contracting Officer for that Task Order copies of the associated non-disclosure agreements. The Contracting Officer will ensure that they are properly executed.

(c) Unless otherwise permitted in writing, the above restrictions shall be included in all applicable subcontracts, teaming arrangements and other agreements related to the work on an individual Task Order, when the Task Order Contracting Officer determines the inclusion of the particular restriction(s) are necessary to mitigate specific Conflict of Interest situation.



#### **H-04 COMPLIANCE WITH GOVERNMENT SITE REGULATIONS**

For Task Orders that call for performance on a Government site, the contractor shall comply with the rules, regulations, policies, or any other directives of that Government facility. These may include but are not limited to general safety, privacy, security, sanitary requirements, pollution and noise control, traffic regulations and parking. The Task Order Contracting Officer will provide, or assist in providing, such information as part of the Task Order solicitation process.

#### **H-05 KEY PERSONNEL**

- (a) The contractor may be required, at the discretion of the Contracting Officer, to notify the Government prior to making changes in personnel assigned to key positions. Key personnel are the Program Manager(s) or other equivalent company official(s) for the Basic Contract. If applicable, other key positions will be defined on individual Task Orders. Contractor notification requirements described herein shall normally be described at a Task Order Pre-Performance Conference, Post Award Orientation Conference or in the Task Order itself.
- (b) For T&M or L/H Task Orders the Government may require that the contractor not make substitutions of key personnel, during a specific initial contract period (TBD on each Task Order) unless illness, personal hardship, death, termination of employment, or other reason not within the control of the contractor, necessitates the substitution. The contractor shall notify the Task Order Contracting Officer as soon as possible after the occurrence of any of these events and provide the information required below. After the initial period, the contractor may propose substitutions. The contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any other information requested by the Contracting Officer. The contractor shall, prior to making the substitution permanent, demonstrate to the satisfaction of the Government that the qualifications of the proposed substitute personnel are equal to or better than the qualifications of the personnel originally identified for the position(s). The Contracting Officer will notify the contractor within 15 calendar days after receipt of all required information of the decision on proposed substitutions.

#### **H-06 WORK BY OTHER CONTRACTORS**

The Government may have other contracts ongoing for Task Orders where performance is on a Government site. These contracts may involve work at or near the work site of those Task Orders. The contractor shall fully coordinate its work with the work of other Government contractors (OGCs) and with the appropriate Government representative(s). The contractor agrees to adapt its schedule and performance to accommodate the work of OGCs and take direction from the designated Government representative. The contractor shall make every reasonable effort to avoid interference with the performance of work by OGCs. If any part of the contractor's work is dependent upon the completion of work by other OGCs, the contractor shall inspect such work and promptly report to the designated Government representative in writing any apparent defects or deficiencies in such work that would render it unacceptable or prevent the contractor from fulfilling its requirements or complying with established schedules. The contractor agrees to notify the designated Government representative of any obstructive conditions that would impede work or any other scheduling conflicts with activities by Government personnel and OGCs. The contractor may be required to participate in weekly coordination meetings.

#### **H-07 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)**

The Contracting Officer for each Task Order may designate a COTR (which may also be known as a Contracting Officer's Representative/COR) to assist in the administration and oversight of the work ordered. The COTR responsibilities may include the following:

- (a) Act as the sole Government technical focal point and liaison with the contractor
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- (b) Monitor performance to determine if the services/deliverables meet Government requirements
- (c) Provide technical reviews of contract proposals and submittals
- (d) Authorize release of Government materials or actions
- (e) Coordinate activities between the Government and contractor
- (f) Oversee and account for Government furnished material or facilities
- (g) Review contractor invoices/payment vouchers and recommend approval
- (h) Attend meetings or conferences to determine status
- (i) Provide technical direction as long as it does not change price, quantity, or schedule
- (j) Review and approve contractor travel requests
- (k) Advise the Contracting Officer on all technical matters related to performance
- (l) Any other action the Contracting Officer determines to be appropriate

The COTR's authority will be delegated in writing by the Contracting Officer for a specific Task Order and is limited to those duties designated (which may be broader or narrower than those listed above) for the duration of the Task Order unless otherwise stated. The authority is not re-delegable. Multiple COTRs may be delegated responsibility under a given Task Order; however, their relative authority and responsibilities must be clearly delineated in the COTR letters of delegation. If the assigned COTR is unavailable, all duties revert back to the Contracting Officer.

For large and complex Task Orders with work performed in geographically separated sites, the Contracting Officer may also designate Quality Assurance Representatives (QARs) to assist the COTR in monitoring the contractor's performance.

#### **H-08 SUCCESSOR CONTRACTOR**

Task Orders issued under this contract may represent a continuing need of the Government and, therefore, may require transition activities including phase-in and/or phase-out of work to ensure continuity of services. The contractor agrees to comply with any phase-in or phase-out work requirements established in a Task Order and cooperate fully with the Government and any successor contractor(s) to ensure an orderly transition of services at the end of any Task Order.

#### **H-09 CONTRACTOR RESPONSIBILITIES**

- (a) The contractor shall provide all management, administrative, clerical, and supervisory functions required for the effective and efficient performance of this contract.
- (b) The contractor shall adhere to the same professional and ethical standards of conduct required of Government personnel. The contractor shall not:
  - (1) Discuss with unauthorized persons any information obtained in the performance of work under this contract;
  - (2) Conduct business not directly related to this contract on Government premises;
  - (3) Use computer systems and/or other Government facilities for company or personal business; or
  - (4) Recruit on Government premises or otherwise act to disrupt official Government business.
- (c) The contractor has the responsibility to obtain from its subcontractors all data and rights therein necessary to fulfill the contractor's obligations to the Government (including licensed software) under this contract. If a subcontractor refuses to accept terms affording the Government such rights, the contractor must promptly bring such refusal to the attention of the Contracting Officer and not proceed with subcontract award without further authorization.

#### **H-10 CLASSIFIED TASK ORDERS**

Task Orders may be issued to support the IT and telecommunication service needs of other Federal agencies. These Task Orders may require the contractor to work in classified environments or have access to classified

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material/networks up to the Top Secret level to satisfy Government requirements. In order to compete for Task Orders that involve classified requirements, the contractor must maintain Facility and Personnel clearances up to the Top Secret level. In accordance with the Section I contract clause 52.204-2, “Security Requirements,” the contractor agrees to comply with the specific security specifications of the agency that is sponsoring the Task Order. The Government as part of the solicitation will provide agency specific security requirements for each potential Task Order where classified work is contemplated and include it in the contract document if awarded.

#### **H-11 OTHER SECURITY REQUIREMENTS ASSOCIATED WITH GITSS TASK ORDERS**

- (a) Task Orders may be issued that will require contractor personnel to have physical access to “high security” Government facilities, computer networks and/or sensitive information that is subject to Privacy Act and other Federal regulations. In order to perform on these Task Orders, the contractor agrees to ensure employees comply with all specific access, badging, computer system access, training, confidentiality, security, or any other requirements of the agency (or facility) that sponsors the contract action. In most cases, it is expected that contractor personnel performing on the Task Orders issued under this contract will be required to satisfy security requirements prior to starting work that may include providing certain personal identification information, passing a criminal history check, a Background Investigation (BI), Minimum Background Investigation (MBI), National Agency Check with Written Inquiries (NACI), or meet other security-related requirements depending on the sensitivity of the work involved.
- (b) Agency specific security requirements will be provided by the Government as part of the solicitation for each potential Task Order and will be included in the subsequent contract action if awarded. The contractor is expected to provide personnel who can meet all security requirements without delay. Failure to complete the work in accordance with established schedules as a result of delays in complying with security requirements shall be solely the responsibility of the contractor and not warrant an extension in performance or change in the Task Order amount. Costs associated with meeting the requirements described herein shall NOT be a direct charge on this contract.
- (a) The Government reserves the right to refuse access to a contractor employee for any valid reason such as personal misconduct, including safety or security misconduct, criminal conduct, psychological instability, including illegal use or possession of controlled substances, failure to properly safeguard information or unauthorized disclosure, and failure to comply with agency (or facility) regulations or policies. If a contractor employee is refused access to a Government site for valid cause, the contractor will be responsible for any costs associated with their replacement. Further, such personnel issues shall not be an acceptable reason for any delays in Task Order performance.

#### **H-12 CONTRACTING OFFICER AUTHORITY**

The Contracting Officer for the Basic Contract identified in Section G-1 (a) will be responsible for modifying the Basic Contract. The Contracting Officer for each Task Order will be responsible for the administration of the contract action they issue, which includes issuing all modifications, terminations, and handling disputes or claims to their Task Order. Clarifications or problems associated with the terms and conditions of the Basic Contract vehicle will be brought to the attention of the Contracting Officer responsible for the Basic Contract for final determination and resolution.

#### **H-13 INDEMNIFICATION**

The contractor shall save and hold harmless and indemnify the Government against any and all liability claims, and cost of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any contractor property or property owned by a third party occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation, or performance of work under the terms of this contract, resulting in whole or in part from the willful misconduct or lack of good faith on the part of the

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contractor's or subcontractor's managerial personnel or acts or omissions of the contractor, any subcontractor, or any employee, agent, or representative of the contractor or subcontractor.

#### **H-14 SELECTION OF CONTRACTORS FOR TASK ORDER AWARD**

The procedures for selecting contractors for Task Order award under this contract are governed by FAR 16.505(b) and are further described below.

(a) Definitions.

“Contract Holder” means an awardee of an IDIQ contract, referred to in FAR 16.505 as an “awardee.” The term is used herein to lessen the chance of confusion between the terms “awardee” and “order awardee” as used in FAR 16.505.

“Fair Opportunity To Be Considered” means a process by which the Contracting Officer, after considering the circumstances of a given requirement, evaluates each contract holder's ability to fulfill those requirements.

(b) Procedures.

The Contracting Officer will provide each contract holder fair opportunity to be considered for each Task Order exceeding \$2,500 issued under this contract, except as provided in FAR 16.505(b)(2). Contract holder business size may be a determining factor in the fair opportunity to be considered process. Accordingly, the ordering activity may offer any requirement to the small business contract holders only. Further, all competitive requirements valued at or under \$100,000 will be offered only to the small business contract holders. Requirements valued at or under \$100,000 may be offered to the large business contract holders only if no small business contract holder is capable of performing the effort within the price, terms, or conditions required by the Government. For any exception, the Contracting Officer will document the exception in the Task Order file as part of the order award decision documentation required by FAR 16.505(b)(4).

A fair opportunity to be considered determination may result in:

- (1) The selection of a single order awardee. This may occur where the Contracting Officer has enough information about the requirements and each contract holder's capability and price relative to those requirements to select the order awardee that will result in the best value to the Government, and/or
- (2) Issuance of a solicitation to one or more contract holders. Each solicitation will then explain the order awardee selection criteria for that order. Price will be a selection criterion for all orders. Other criteria on which a selection may be based include, but are not limited to:
  - a. Past performance
  - b. Impact of other orders placed with the contract holder
  - c. Minimum order requirements

Under no circumstances will any contract holder(s) be “allocated” a predetermined portion or percentage of the requirements under this contract. Further, no contract holder will be designated as “contract holder of choice” or otherwise provided a predetermined preference under this contract.

(c) Other Considerations.

Contractors are reminded of the following aspects of order placement as specifically outlined in FAR 16.505:

- (1) The Contracting Officer does not synopsise orders under this contract.
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- (2) No protest under FAR 33.1 is authorized in connection with the issuance or proposed issuance of an order under a Task Order contract except for a protest on the grounds that the order increases the scope, period, or maximum value of the contract.
- (3) The Contracting Officer need not request written proposals, conduct discussions, nor otherwise contact each contract holder before selecting an order awardee if the Contracting Officer has information available to ensure that each awardee is provided a fair opportunity to be considered for each order.
- (4) The competition requirements in FAR Part 6 and the policies in subpart 15.3 do not apply to the ordering process.
- (5) Performance-based work statements will be used to the maximum extent practicable.
- (6) The Task Order Ombudsman for this contract, as established Section G-1, is available to review any complaints to ensure that all contract holders are afforded a fair opportunity to be considered, consistent with the procedures stated herein.

These selection procedures may be altered as necessary by the Task Order Contracting Officer to comply with agency-specific regulatory requirements or guidance. For instance, Defense Federal Acquisition Regulation Supplement (DFARS) requirements for selection of Task Order awardees and Task Order placement may be used in lieu of, or in conjunction with, the procedures outlined in this Basic Contract.

## **H-15 TASK ORDERING PROCEDURES**

- (a) Task Orders against this contract will be issued at the sole option of the Government by the Contracting Officer during the period set forth in Section I, FAR clause 52.216-18. Upon receipt of a Task Order, the contractor shall provide the services set forth, of the type and at the prices set forth in the schedule. The cumulative total of all Task Orders issued on the entire GITSS program will not exceed \$3 Billion. During the term of the GITSS program, a single GITSS contract holder may be awarded Task Orders up to this program ceiling amount less the contract minimums of the other nine (9) GITSS contracts. The minimum Government obligation amount on each GITSS contract is \$2,000.00 over the term of the contract.
- (b) Task Orders will be issued in accordance with the CLIN structure provided in Section B of the Basic Contract. Task Orders may be issued as Firm Fixed-Price (FP), Time and Material (T&M), or Labor Hour (L/H) contract vehicle. Each Task Order is a “stand alone” contract action.
- (c) The contract rates contained in Section J, Attachment 2, have been determined to be fair and reasonable based upon adequate price competition during the award of the Basic Contract. These contract rates are to be used by the contractor as the basis for developing Task Order proposals. However, the contractor may choose to use discounted contract rates for specific Task Orders where the actual work requirements and site location(s) are known or to enhance the attractiveness of its proposal to the Government in a competitive environment.
- (d) Task Orders may be issued using one of the two procedures described below:
  - (1) Government Statement of Objectives (SOO): The Government may use a SOO in place of a Government SOW as the customer requirements warrant. In those cases where the Government finds it to be desirable to have the contractor draft a SOW for a potential Task Order, the Government will provide a SOO with the solicitation. The ordering process will follow the same track as described in (d) 2 below with the exception that the contractor shall submit its contractor SOW (CSOW) with its proposal. The Government may choose to include the CSOW as part of the Task Order evaluation process. A variation of the SOO approach which may be used is for the Government to provide an existing SOW that may not be performance-based and require the contractor to submit a proposed performance-based work statement, complete with well-defined deliverables, a proposed Quality Assurance Surveillance Plan (QASP), and negative (and possibly positive) incentives. The contractor may also be requested to propose the Task Order contract type to be used. The Government may choose to engage the contractor in discussions, fact-finding, or negotiations as part of the evaluation process for the Task Order. Task Orders will be awarded based on the “best” value to the Government. The contractor may request a debriefing of the selection decision process so that it may improve its submittals on future Task Orders.

- (2) Government Statement of Work: Prior to issuance of a Task Order, the Government will issue a solicitation that describes the potential work to be accomplished. The solicitation will provide the necessary information for the contractor to prepare a proposal; such as the SOW, the list of Government furnished material, equipment, hardware, software, or facilities to be provided to the contractor, location of performance, site access information, unique security requirements or facility regulations, delivery/performance requirements, QASP, and format requirements. The solicitation will also provide the Task Order contract type the Government intends to use for the proposed action as well as the specific proposal instructions and evaluation criteria. The contractor shall submit a proposal in accordance with the solicitation instructions provided. The Government may choose to engage the contractor in discussions, fact-finding, or negotiations as part of the evaluation process for the Task Order. Task Orders will be awarded based on the “best” value to the Government. The contractor may request a debriefing of the selection decision process so that it may improve its submittals on future Task Orders.
- (e) Task Orders will be issued in writing and follow the Uniform Contract Format provided in FAR 15.204-1. This format may be modified as necessary by the Task Order Contracting Officer to comply with agency-specific guidance. Changes to the ceiling amounts for non-fixed-price Task Orders or the prices for fixed-priced Task Orders will be issued in writing by the Contracting Officer. Such modifications will show the additional Government obligation.

#### **H-16 PAYMENT PROCEDURES RELATED TO FAR 52.232-1 (FP TASK ORDERS - CLIN 0001)**

- (a) If not otherwise specified in the Task Order, payments for FP Task Orders will be made in accordance with FAR 52.232-1. Payments may be made on a fixed-price monthly basis for services or a fixed-price amount tied to deliverables/products or a fixed price amount at the completion of the job or delivery of the final product. Schedule B of each FP Task Order will delineate the specific method of payment. The fixed-price amounts will contain all the contractor’s expenses including, but not limited to labor, unforeseen subcontracting, materials, equipment, travel.
- (b) Payment up to the fixed-price amount in Section B of the Task Order will be made based upon satisfactory performance/acceptable delivery of products and submission of proper invoices and vouchers approved by the Contracting Officer, or official designee, for the Task Order.
- (c) Unless other procedures are established for a Task Order, the contractor shall submit the original invoice to the Task Order Contracting Officer for their action and a copy to the COTR. The COTR will review/verify the invoice and then provide recommendation to the Contracting Officer for payment. Once the invoice is determined to be acceptable for payment, the Contracting Officer or official designee will certify the document and forward to the paying office. The final invoice shall be identified as “FINAL.”
- (d) The Task Order Contracting Officer may approve the use of other payment methods such as Progress Payments, Performance-based Payments, or any other method authorized by regulation.

#### **H-17 PAYMENT PROCEDURES RELATED TO FAR 52.232-7 (T&M AND L/H TASK ORDERS – CLINS 0002 AND 0004)**

- (a) If not otherwise specified in the Task Order, the contractor shall be paid for labor performed under this contract as provided in FAR 52.232-7 in accordance with the procedures listed below.
- (b) Payment up to the ceiling amount in Section B of the Task Order will be made based upon submission of proper invoices and vouchers approved by the Task Order Contracting Officer, or his official designee, for that Task Order. Payments will be made at the labor rates established in Section J, Attachment 2, of the Basic Contract or in the Task Order, unless discounted rates have been negotiated. The contractor is entitled to reimbursement of the labor rate(s) in effect at the time the hours were actually expended. The Government may choose to partially withhold payments in accordance with FAR 52.232-7(A)(2) as determined appropriate for an individual Task Order.

- (c) The labor rates established in the Basic Contract and subsequent Task Orders are fully loaded, including fringe, overhead, general and administrative expenses, and profit required to perform under this contract. In addition, the labor rates also include an allowance for vacation, sick leave and other excused absences. Vacation, sick leave or other excused absence time will not be considered as time spent in the performance of this contract. Accordingly, the Government will not be billed for time associated with these leave periods.
- (d) Unless other procedures are established for a Task Order, the contractor shall submit the original invoice or voucher to the Task Order Contracting Officer for their action and a copy to the COTR. The COTR will review/verify the invoice and then provide recommendation to the Contracting Officer for payment. Once the invoice or voucher is determined to be acceptable for payment, The Task Order Contracting Officer or official designee will certify the document and forward to the paying office. The final invoice/voucher shall be identified as “FINAL” or as otherwise prescribed in the Task Order.
- (e) The standard of performance is a determination by the Task Order Contracting Officer that the contractor has expended labor hours and provided required materials in a good faith attempt to perform the services required by the Task Order.
- (f) The Government may at anytime audit the contractor’s invoices or review the contractor’s timecards. In addition, the Government may perform an audit of labor to ensure that the contractor’s personnel meet or exceed the labor qualifications established in the contract. The contractor is required to immediately repay any overpayments when they are discovered. At the Contracting Officer’s discretion, overpayment amounts may be offset against current, unpaid invoices.

#### **H-18 PAYMENT FOR MATERIAL/UNFORESEEN SUBCONTRACTING ASSOCIATED WITH T&M TASK ORDERS (CLIN 0003)**

Material/Unforeseen Subcontracting, if required in the performance of a Task Order, shall be acquired by the contractor in an expeditious manner. Subcontracting of personnel not contemplated in the Basic Contract is allowable for individual Task Orders. The subcontracting under CLIN 0003 will be only for those subcontractors who are not identified in the Basic Contract. Any proposed subcontracting costs under CLIN 0003 will be reviewed and approved by the Contracting Officer for each Task Order prior to issuance of the Task Order.

- (a) In accordance with the clause entitled, “Payments Under Time And Materials and Labor Hour Contracts,” the contractor shall be reimbursed for the actual costs of material and unforeseen subcontracting (CLIN 0003), including the provisional burden rate as defined in Section B and as applicable under FAR Part 31. No profit or fee shall be allowed on these costs.
- (b) All labor performed by the following subcontractors or team members, in support of the work on this contract, will be paid at the labor rates identified in Section J, Attachment 2:

##### **SUBCONTRACTORS/TEAM MEMBERS:**

- (c) All material acquired hereunder for which the contractor is reimbursed shall become the property of the Government unless otherwise specified in the Task Order.
- (d) In addition to complying with the procedures described in H-17 (b) and (d), the contractor shall submit invoices/vouchers for costs associated with CLIN 0003 within 60 days after those costs are incurred, except for any materials that would undergo acceptance testing. Acceptance testing criteria will be identified in each individual Task Order. The contractor must attach supporting documentation to the invoice for these costs in sufficient detail so that the Government can perform a complete review and audit. Failure to supply sufficient detail may result in a delay in payment or payment rejection.

#### **H-19 PAYMENT FOR OTHER DIRECT COSTS (ODC) EXPENSES (CLIN 0005) ASSOCIATED**

### **WITH T&M OR L/H TASK ORDERS**

- (a) Travel requirements will be identified, proposed, and negotiated in individual Task Orders. Travel costs shall be reimbursed at actual costs in accordance with FAR 31.205-46. The contractor is entitled to the provisional burden rate defined in Section B, Line Item 0005 and as applicable under FAR Part 31. No profit or fee is allowed on these costs. Travel costs are costs associated with:
  - (1) Travel of contractor personnel needed to perform the efforts required by this contract that include airfare and/or other transportation expenses, when traveling at the direction of the Government.
  - (2) Subsistence in the form of meals, lodging, and incidental expenses incurred during the performance of travel by contractor employees if the Government approves such subsistence expenses.
- (b) The contractor shall maintain records to support all reimbursable travel costs, which shall be made available to the Government for inspection, acceptance, and approval.
- (c) In addition to complying with the procedures described in H-17 (b) and (d), the contractor shall submit invoices/vouchers that contain travel related costs (CLIN 0005) within 60 days after completion of the travel. The invoices must contain one copy of all receipts for reimbursable lodging and airfare expenses, and for any single expenditure of \$75 or more.

### **H-20 ADJUSTMENT OF CONTRACT RATES**

- (a) The contract rates are established based upon adequate price competition. These contract rates are the basis for negotiating the prices for FP Task Orders and ceiling amounts for Non-FP Task Orders. The contractor may choose to propose discounted labor rates for individual Task Orders based upon the nature and/or location(s) of actual work or to have a more attractive proposal for the Government evaluators to consider.
- (b) In order to maintain a viable GITSS contract that has the most realistic and affordable pricing structure for customers, the Government will consider adjusting the rates (upward or downward) for contract years 5 through 8.
- (c) Rate Adjustment Process: The contractor shall submit to the Basic Contract Contracting Officer a proposal for rate adjustment of Contract Years 5, 6, 7 and 8, during month 42 of the contract, using the same format described in Section L-17, 5 (c) of the original solicitation for award of the GITSS contract. The contractor's proposal shall also include a narrative rationale for the requested labor rate adjustment. The Government will perform a competitive rate analysis of the contractor's proposal in conjunction with the other GITSS contract holders to determine the reasonableness/acceptability of the proposed rate adjustment. A bilateral modification may be issued to the Basic Contract at the completion of negotiations to adjust the rate schedule for Contract Year 5 and beyond.
- (d) The adjustment of contract rates will not apply to active Task Orders where performance crosses the adjustment period stated in H-20 (c) above. Adjusted rates incorporated into the contract by modification shall apply only to Task Orders awarded after those rates are incorporated.

### **H-21 CONTRACTOR PERSONNEL AND QUALIFICATIONS**

- (a) The contractor shall be responsible for selecting personnel who are well qualified to perform the required work, overseeing their performance, and assuring that the quality of services meets Government expectations. Personnel assigned by the contractor shall not only meet the technical qualifications imposed by this contract but it shall practice good standards of moral and ethical conduct that are acceptable to the Government. Where there is a requirement for college degree(s), the earned degree of each person proposed shall be in the disciplines directly related to the work they are to perform, unless otherwise agreed to in writing by the Government. This applies to all contractor personnel, whether those of the Prime
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contractor or subcontractors. The contractor may propose, for Government consideration, the use of personnel on individual Task Orders who do not meet the contract qualifications but offer some unique capability/expertise or other consideration that would warrant waiving the established labor qualifications.

- (b) Training for contractor employees in order to qualify the employee for work to be performed on Task Orders or to stay current with technology shall be the responsibility of the contractor and not be a direct charge against the affected Task Order. However, the Government with written advance approval may make exceptions, if the Contracting Officer determines such approval is in the best interest of the Government. For instance, when the training relates to special requirements that are peculiar to a particular Task Order or when the Government procures software that is new or unique. In such cases, the Government may pay any direct charges associated with authorized training. Training at Government expense will not be authorized for contractor personnel for the purpose of keeping contractor employees abreast of advances in the state-of-the-art or for training contractor employees on equipment, computer languages, and computer operating systems that are available on the commercial market.
- (c) Contractor personnel and its subcontractors must identify themselves as contractors or subcontractors during meetings, telephone conversations, in electronic messages, or other correspondence related to this contract.
- (d) For Task Orders performed on a Government site, separate rooms or cubicles must be clearly identified with the contractor supplied signs, name plates or other identifications, showing that these are work areas for contractor or subcontractor personnel.
- (e) Contractor Personnel Requirements – the contractor personnel requirements are stated in Section J, Attachment 3.

#### **H-22 GOVERNMENT FURNISHED MATERIAL, PROPERTY AND INFORMATION**

The Government will furnish to the contractor for use in the performance of this contract the property and/or information in accordance with the requirements of the “Government Property” clauses in Section I hereof as specified in the individual Task Orders.

Upon completion of the Task Order, the contractor shall obtain disposition instructions from the COTR or the Contracting Officer. Appropriate disposition of Government property is a prerequisite to Task Order closeout. Improper disposition of Government property may result in delay or withholding of contractor payments, and/or other remedies available to the Government.

#### **H-23 FACILITY SUPPORT**

- (a) The Government will provide facility support for contractor use on the Task Orders issued under this contract. Facility support may consist of such items as Government controlled work spaces, material, equipment, services (including automatic data processing equipment) or any other support which the Government determines can be made available at a Government site where a Task Order is to be performed.
  - (b) Unless otherwise stipulated in the Task Order schedule, Facility Support will be provided on a no-charge-for-use basis and the value will be a part of the Government’s contract considerations.
  - (c) The Government will provide Facility Support to the contractor for use on this contract as specified in the individual Task Orders.
  - (d) Upon the completion of the Task Order, the contractor shall obtain disposition instructions from the COTR or Contracting Officer.
  - (e) Facilities will not be purchased under this contract without prior written approval of the Contracting Officer.
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#### **H-24 ENHANCED SUBCONTRACTING PLAN (APPLICABLE TO LARGE BUSINESS CONTRACT HOLDERS ONLY)**

- (a) The contractor shall manage the subcontracting plan in accordance with FAR 52.244-5, 52-219-8, 52-219-9, 52.219-24 and 52-219-25 to ensure 20% of the total annual contract dollars obligated on the Task Orders are subcontracted to small business. “Small Business” means small business, veteran-owned small business, service-disabled veteran small business, small disadvantaged business, historically underutilized business (HUB) zone small business and women-owned small business. Total small business subcontracting of 20% is a requirement. Apportionment of the 20% among the types of small business are goals as set forth in the Contractor’s Small Business Subcontracting Plan, Section J, Attachment 5.
- (b) The contractor shall report its achievement in meeting subcontracting goals through submission of Standard Forms (SF) 294 and 295 IAW FAR 52.219-9 (j), to the Basic Contract Contracting Officer. The report is due semi-annually during contract performance for the periods ended March 31<sup>st</sup> and September 30<sup>th</sup>. Reports are due within 30 days after the end of the reporting period.
- (c) As required by the SF 294 submission, report dollars subcontracted to large business and small business. For small business dollars, further breakdown into veteran-owned small business, service-disabled veteran owned small business, small disadvantaged business, historically underutilized business (HUB) zone small business and women owned small business. Show percentages of the current contract year total and by active Task Order that each dollar amount represents. Include for comparison purposes, dollars and goal percentages from the contractor’s Small Business Subcontracting Plan. As an addendum to the submission, if the contractor is failing to meet subcontracting goals in the contract’s subcontracting plan, the contractor must describe the plan to bring small business subcontracting into compliance with the Small Business Subcontracting plan. Failure to meet the subcontracting requirements of the contract will have a negative impact on the contractor’s past performance rating and may negatively affect the contractor’s ability to secure Task Order awards.

#### **H-25 TASK ORDER CLOSEOUT**

- (a) The Contracting Officer for each Task Order will be responsible for closing out the contract action that they issue. Notification that a closeout of a Task Order is completed must be provided to the Contracting Officer for the Basic Contract once accomplished.
- (b) The contractor agrees to work in partnership with the Government to closeout Task Orders as soon as possible after they are physically complete by using the “Quick Closeout” procedures described in FAR 42.708 as much as practical. Since this is primarily a services contract, it is anticipated that the costs under CLINS 0003 and 0005 are to be an insignificant amount to the extent that will allow for the provisional rates established to be used as the basis to negotiate final costs on Non-FP Task Orders issued under the contract. However, the Contracting Officer for each Task Order has the authority to require an audit of indirect rates, as provided in FAR 52.232-7, when determined necessary to protect the Government’s interest.

#### **H-26 GOVERNMENT DATA RIGHTS**

The Government will have unlimited rights, in all drawings, designs, specifications, notes and other works developed in the performance of this contract, including the right to use same on any other Government design or construction without additional compensation to the Contractor. The Contractor hereby grants to the Government a paid-up license throughout the world to all such works to which he may assert or establish any claim under design patent or copyright laws. The Contractor for a period of three (3) years after completion of any project agrees to furnish the original or copies of all such works upon request of the Contracting Officer.

#### **H-27 DATA RIGHTS IN COMPUTER SOFTWARE**

- (a) The terms and conditions of the Government's data rights in computer software under this contract include the standard data rights clauses at FAR 52.227-14 and FAR 52.227-19 as referenced in Section I. Unless specifically stated otherwise in the Task Order, the standard data rights shall be the foundation on which the terms of use relating to software license agreements are based.
- (b) If the contractor desires to restrict the Government's data rights in computer software that shall be developed and delivered under a specific Task Order, such lesser data rights must be negotiated prior to award of the Task Order. Failure of the Contractor to negotiate lesser data rights prior to award of the Task Order shall constitute an agreement by the Contractor that such data shall be delivered with unlimited rights.

## **H-28 CONFIDENTIALITY**

In providing information in response to a Task Order RFP or other Government request for information, the Offeror may wish to claim confidentiality status for information submitted on the basis that it is a trade secret, or that it is confidential commercial or financial information. To claim confidentiality status, the Offeror must include the following statement on the title page of the proposal or other information submitted:

***“The data included in this proposal to Task Order RFP XXX (or insert some other reference to the Government's information request) shall not be disclosed outside the Government or duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the information; provided that if a Task Order is awarded to the Offeror as a result of or in connection with the submission of the data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the contract. This restriction does not limit the Government's right to use information contained in such data if it is obtained from another source without restrictions. The data subject to the restriction is contained in sheets marked with the following legend:***

Use or disclosure of data contained on this page is subject to the restriction on the title page of this document.”

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## H-29 CONTRACT USAGE FEE

- (a) The contractor shall pay the Department of Veterans Affairs a contract usage fee. This fee is initially established at 0.75% of the total paid invoice amount of each Task Order. The contractor is required to collect this fee through its inclusion in the priced CLINs of each Task Order. The contractor shall collect this fee, which shall be included in each Task Order price, through the normal invoicing process, and remit it to the Government on a quarterly basis. All contract usage fee remittances shall be provided in U.S. dollars by no later than 30 calendar days following each quarterly reporting period as established in H-30, CONTRACTOR'S COST RECOVERY REPORT. Supporting each quarterly fee payment the contractor shall provide and certify the accuracy of a cost recovery report summarizing and detailing obligations and invoiced amounts by Task Order and by ordering activity during the reporting period. A total for each ordering activity shall be provided. This information shall be provided to the Basic Contract Contracting Officer (G-1 (a)) and COTR (G-1 (b)).
- (b) The contractor must pay the contract usage fee amount due by check, or electronic funds transfer through the Automated Clearing House (ACH), to the VA. If the payment involves multiple orders, the contractor may consolidate the contract usage fees into one payment. To ensure that the payment is credited properly, the contractor must identify the check or electronic transmission as "GITSS Contract Usage Fee" and include the following information: contract number(s); report amount(s); and report period(s). If the contractor makes payment by check, it shall provide this information on either the check, check stub, or other remittance material.

- (1) If paying the contract usage fee by check, the contractor must forward the check to the following address:

***Regular Mail***

Department of Veterans Affairs  
c/o Agent Cashier –  
GITSS contract usage fee  
PO Box 149975  
Austin, TX 78714-9575

***Overnight Address***

Department of Veterans Affairs  
c/o Agent Cashier – GITSS contract  
usage fee  
0474B  
P.O. Box 40909  
Austin, TX 78704-0016

- (2) If paying by electronic funds transfer (EFT) the following EFT information is required: ABA Routing Number – 021030004 (Federal Reserve Bank of NY – TREA NYC), Account Number – 36001200 (ALC).
- (c) The Government may unilaterally increase or decrease the contract usage fee, not more frequently than twice per fiscal year. This change will be effected through a written modification to the contract. Upon issuance of such a modification, the contractor shall modify all contractually established unit prices, and otherwise change their accounting procedures regarding other affected areas of Task Order pricing, to implement the change. Within 30 days of the date of the modification the contractor shall provide a certification that all accounting actions necessary to implement the change have been accomplished. Further, within this 30-day period the contractor shall provide revised contract unit price tables showing the exact rate change required by the modified contract usage fee.

Any change in the contract usage fee will be effective on a prospective basis with regard to Task Orders. Accordingly, once a Task Order is issued, the usage fee in effect at time of award will remain unchanged throughout the period of performance even if a contract usage fee modification is issued during that period. An exception to this is the case where a Task Order may have a base performance period with options. If the contract usage fee is lowered during the base period or one of the option periods, the change will take effect as of the date that the next option period is exercised. If the contract usage fee is raised during the base period or one of the option periods, the fee will not change with respect to that Task Order.

- (d) All costs, administrative or otherwise, to implement and administer this contract usage fee, including any changes thereto as described herein, shall not be included as a direct cost under this contract or its Task Orders. Further, it is understood that this fee, as initially established or as it may be changed, will be applied to elements of Task Order price strictly on a pass through basis. Proper administration of this contract usage fee will assure that the Federal ordering activities receiving the benefit of the services provided will incur the exact cost of the fee.
- (e) If the full amount of the contract usage fee is not paid within 60 calendar days after the end of the applicable reporting period, it constitutes a contract debt to the United States Government under the terms of FAR 32.6. The Government may exercise all rights under the Debt Collection Act of 1982, including withholding or setting off payments and interest on the debt (see FAR 52.232-17, Interest).
- (f) If the contractor fails to submit cost recovery reports, falsifies cost recovery reports, or fails to pay the contract usage fee in a timely manner, the Government may terminate or cancel this contract, or otherwise not solicit the contract holder for Task Order award(s). Willful failure or refusal to furnish the contract usage fee timely constitutes sufficient cause to consider the contractor in default as prescribed in the termination provisions of this contract.
- (g) Audit and Administrative Review. The Government at its discretion has the right on a periodic or as-needed basis to audit or otherwise review the contractor's accounting records pertaining to the administration of the contract usage fee. The contractor shall cooperate fully with any such audit or review. More detail regarding this audit and review right is covered in H-30 (d) below.

### H-30 CONTRACTOR'S COST RECOVERY REPORT (CRR)

- (a) The CRR is a report of all invoices submitted under this contract. The CRR shall provide summary and detailed information. The CRR is to provide the Task Order Number, Ordering Office, Client, the Invoice Number, the amount of the invoice, and the amount of the Contract Usage Fee (see H-29) for each invoice of the reporting period. The report shall include the total amount of the listed invoices and Contract Usage fee for both the reporting period as well as cumulative totals for the contract to date. The contractor must report the quarterly dollar value (in U.S. dollars and rounded to the nearest whole dollar) of all invoices under this contract by calendar quarter (i.e., January-March, April-June, July-September, and October-December). The dollar value of an invoice is the price paid by the contract user for products and services on a Task Order, as recorded by the contractor. **A CRR is required even when no invoices occur during the reporting period.** Invoices that extend beyond the term of the contract will be reported within 15 calendar days of final delivery. The CRR shall be submitted via electronic mail by the 15<sup>th</sup> calendar day following the close of the quarterly reporting period to the Basic Contract Contracting Officer (G-1 (a)) and COTR (G-1 (b)).

A separate CRR shall be submitted for each contract ordering activity.

- (b) The contractor must convert the total value of invoices in foreign currency to U.S. dollars using the "Treasury Reporting Rates of Exchange," issued by the U.S. Department of Treasury, Financial Management Service. The contractor must use the issue of the Treasury report in effect on the last day of the calendar quarter. The report is available from:

Department of the Treasury  
Financial Management Service  
International Funds Branch  
3700 East-West Highway  
PGCII, Room 5A19  
Hyattsville, MD 20782  
Telephone: (202) 874-7994  
Internet: <http://www.fms.treas.gov/intn.html>

- (c) The contractor must also provide a closeout report within 90 days after the expiration of the contract. The contract expires upon physical completion of the last, outstanding Task Order of the contract or when that determination is made by the Contracting Officer. The closeout report must cover all paid invoice amounts not shown in the final quarterly report and reconcile all errors and credits. If the contractor reported all paid invoice amounts and reconciled all errors and credits on the final quarterly report, then show zero invoice amounts in the closeout report.
- (d) The Government reserves the right to inspect without further notice, such records of the contractor as pertain to cost recovery reports under this contract. Willful failure or refusal to furnish the required reports, or falsification thereof, constitutes sufficient cause for terminating the contract for default under the termination provisions of this contract.

#### **H-31 CONTRACTOR USE OF GSA SCHEDULE CONTRACTS**

The contractor may procure products and supplies used in direct support of this contract from GSA sources under the terms, conditions, and prices set forth in the applicable GSA contract. The term “direct support of this contract” means that the products or supplies procured will be delivered to the Government as part of the services provided under a GITSS Task Order. Contractors shall not use GSA schedule contracts to procure services.

#### **H-32 ADDITION OF CONTRACT HOLDERS TO GITSS**

VA reserves the right during the term of the contract to make additional awards should it become necessary to do so in order to maintain up to 10 viable contract holders on the GITSS Program.

**PART II – CONTRACT CLAUSES**  
**SECTION I**  
**CONTRACT CLAUSES**

**I. NOTICE:** The following contract clauses pertinent to this section are hereby incorporated by reference:

\* Clauses Applicable to Small Business Concerns Only

\*\* Clauses Applicable to Large Business Concerns Only

**FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES**

52.202-01	DEFINITIONS (DEC 2001)
52.203-03	GRATUITIES (APR 1984)
52.203-05	COVENANT AGAINST CONTINGENT FEES (APR 1984)
52.203-06	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)
52.203-07	ANTI-KICKBACK PROCEDURES (JUL 1995)
52.203-08	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)
52.204-02	SECURITY REQUIREMENTS (AUG 1996)
52.204-04	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
52.209-06	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)
52.211-05	MATERIAL REQUIREMENTS (AUG 2000)
52.215-02	AUDIT AND RECORDS -- NEGOTIATION (JUN 1999)
52.215-08	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)
52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA -- MODIFICATIONS (OCT 1997)
52.215-12	SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)
52.215-14	INTEGRITY OF UNIT PRICES (OCT 1997)
52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997) - ALTERNATE III (OCT 1997) Alt III, Para (c), Submit the cost portion of the proposal in accordance with the individual instructions provided in the Government's notification to modify the contract.
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997) - ALTERNATE IV (OCT 1997) Alt IV, (a), Description of the information and the format that are required: Submit information in accordance with the individual instructions provided in the Government's notification to modify the contract.
52.216-18	ORDERING (OCT 1995) Para (a), Date of Award Through 7 Years Thereafter
52.216-19	ORDER LIMITATIONS (OCT 1995) Para (a). \$500.00 Para (b)(1). \$1,000,000,000.00 Para (b)(2). \$1,000,000,000.00 Para (b)(3). 365 Para (d). 10 Days

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52.216-22	INDEFINITE QUANTITY (OCT 1995) Para (d), 8 Years After Contract Award
52.217-08	OPTION TO EXTEND SERVICES (NOV 1999) (APPLICABLE TO TASK ORDERS ONLY)
52.219-07	NOTICE OF PARTIAL SMALL BUSINESS SET-ASIDE (JUL 1996) - ALTERNATE I (OCT 1995)
52.219-08	UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)
52.219-09	LIMITATIONS ON SUBCONTRACTING (DEC 1996) *
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN **
52.219-16	LIQUIDATED DAMAGES -- SUBCONTRACTING PLAN (JAN 1999) **
52.219-24	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM-TARGETS (OCT 2000)
52.219-25	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM-DISADVANTAGED STATUS AND REPORTING (OCT 1999)
52.222-03	CONVICT LABOR (AUG 1996)
52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES (SEP 2002)
52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
52.222-26	EQUAL OPPORTUNITY (APR 2002)
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)
52.223-05	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (APR 1998)
52.223-06	DRUG-FREE WORKPLACE (MAY 2001)
52.223-14	TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)
52.224-01	PRIVACY ACT NOTIFICATION (APR 1984)
52.224-02	PRIVACY ACT (APR 1984)
52.225-05	"TRADE AGREEMENTS" (Feb 2002)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUL 2000)
52.227-01	AUTHORIZATION AND CONSENT (JUL 1995)
52.227-02	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)
52.227-09	REFUND OF ROYALTIES (APR 1984) <i>Applies to Firm-Fixed-Price CLIN(s) only.</i>
52.227-10	FILING OF PATENT APPLICATIONS -- CLASSIFIED SUBJECT MATTER (APR 1984)
52.227-12	PATENT RIGHTS -- RETENTION BY THE CONTRACTOR (LONG FORM) (JAN 1997) - ALTERNATE I (JUN 1989) para (l), insert agency instructions "To Be Cited As Applicable on Specific Task Orders" Alt I, (b), add to the end of para (b) of the basic clause: Applicable Treaties or international agreements: "To Be Cited As Applicable on Specific Task Orders"
52.227-14	RIGHTS IN DATA -- GENERAL (JUN 1987)
52.227-15	REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (MAY 1999).
52.227-16	ADDITIONAL DATA REQUIREMENTS (JUN 1987)
52.227-17	RIGHTS IN DATA -- SPECIAL WORKS (JUN 1987)
52.227-18	RIGHTS IN DATA -- EXISTING WORKS (JUN 1987)
52.227-19	COMMERCIAL COMPUTER SOFTWARE -- RESTRICTED RIGHTS (JUN 1987)
52.227-20	RIGHTS IN DATA -- SBIR PROGRAM (MAR 1994)
52.227-21	TECHNICAL DATA DECLARATION, REVISION, AND WITHHOLDING OF PAYMENT -- MAJOR SYSTEMS (JAN 1997)
52.227-22	MAJOR SYSTEM -- MINIMUM RIGHTS (JUN 1987)
52.227-23	RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)
52.228-05	INSURANCE -- WORK ON A GOVERNMENT INSTALLATION (JAN 1997) <i>Applies to Firm-Fixed-Price CLIN(s) only.</i>
52.229-03	FEDERAL, STATE, AND LOCAL TAXES (JAN 1991)

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	<i>Applies to Firm-Fixed-Price CLIN(s) only.</i>
52.229-04	FEDERAL, STATE, AND LOCAL TAXES (NONCOMPETITIVE CONTRACT (JAN 1991)
52.229-06	TAXES -- FOREIGN FIXED-PRICE CONTRACTS (JAN 1991)
52.229-08	TAXES -- FOREIGN COST-REIMBURSEMENT CONTRACTS (MAR 1990)
52.229-10	STATE OF NEW MEXICO GROSS RECEIPTS AND COMPENSATING TAX (OCT 1988)
52.230-02	COST ACCOUNTING STANDARDS (APR 1998)
52.230-03	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (APR 1998)
52.230-04	CONSISTENCY IN COST ACCOUNTING PRACTICES (AUG 1992)
52.230-06	ADMINISTRATION OF COST ACCOUNTING STANDARDS (NOV 1999)
52.232-01	PAYMENTS (APR 1984)
	<i>Applies to Firm-Fixed-Price CLIN(s) only.</i>
52.232-07	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (DEC 2002)
	<i>Applies to Time-and-Materials CLIN(s) only.</i>
52.232-07	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (DEC 2002) - ALTERNATE II (FEB 2002)
	<i>Applies to Labor-Hour CLIN(s) only.</i>
52.232-08	DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
	<i>Applies to Firm-Fixed-Price CLIN(s) only.</i>
52.232-09	LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)
52.232-11	EXTRAS (APR 1984)
	<i>Applies to Firm-Fixed-Price CLIN(s) only.</i>
52.232-16	PROGRESS PAYMENTS (Dec 2002)
52.232-17	INTEREST (JUN 1996)
52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986)
52.232-25	PROMPT PAYMENT (FEB 2002)
52.232-28	INVITATION TO PROPOSE PERFORMANCE-BASED PAYMENTS (MAR 2000)
52.232-32	PERFORMANCE-BASED PAYMENTS (Feb 2002)
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (MAY 1999)
52.232-36	PAYMENT BY THIRD PARTY (MAY 1999)
52.233-01	DISPUTES (JUL 2002) - ALTERNATE I (DEC 1991)
52.233-03	PROTEST AFTER AWARD (AUG 1996)
52.236-13	ACCIDENT PREVENTION (NOV 1991)
	<i>Applies to Firm-Fixed-Price CLIN(s) only.</i>
52.236-13	ACCIDENT PREVENTION (NOV 1991) - ALTERNATE I (NOV 1991)
	<i>Applies to Firm-Fixed-Price CLIN(s) only.</i>
52.236-14	AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)
	<i>Applies to Firm-Fixed-Price CLIN(s) only.</i>
52.237-02	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984)
52.239-01	PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)
52.242-02	PRODUCTION PROGRESS REPORTS (APR 1991)
52.242-03	PENALTIES FOR UNALLOWABLE COSTS (MAY 2001)
52.242-04	CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)
	<i>Applies to Time-and-Materials CLIN(s), Labor-Hour CLIN(s) only.</i>
52.242-13	BANKRUPTCY (JUL 1995)
52.243-01	CHANGES -- FIXED-PRICE (AUG 1987)
	<i>Applies to Firm-Fixed-Price CLIN(s) only.</i>
52.243-01	CHANGES -- FIXED-PRICE (AUG 1987) - ALTERNATE II (APR 1984)
	<i>Applies to Firm-Fixed-Price CLIN(s) only.</i>
52.243-01	CHANGES -- FIXED-PRICE (AUG 1987) - ALTERNATE III (APR 1984)
	<i>Applies to Firm-Fixed-Price CLIN(s) only.</i>
52.243-03	CHANGES -- TIME-AND-MATERIALS OR LABOR-HOURS (SEP 2000)
	<i>Applies to Time-and-Materials CLIN(s), Labor-Hour CLIN(s) only.</i>
52.243-07	NOTIFICATION OF CHANGES (APR 1984)

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- 52.244-02      Para (b), Number of calendar days is '30 days'  
Para (d), Number of calendar days is '30 days'  
SUBCONTRACTS (AUG 1998)  
Para (e), approval required on subcontracts other than those team members listed in Section J, Attachment 2  
Para (k), Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations
- 52.244-05      COMPETITION IN SUBCONTRACTING (DEC 1996)  
*Applies to Time-and-Materials CLIN(s), Labor-Hour CLIN(s) only.*
- 52.244-06      SUBCONTRACTS FOR COMMERCIAL ITEMS (MAY 2002)
- 52.245-01      PROPERTY RECORDS (APR 1984)
- 52.245-02      GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (DEC 1989)
- 52.245-02      GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (DEC 1989) ALTERNATE I
- 52.245-05      GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME AND MATERIALS OR LABOR-HOUR CONTRACTS) (JAN 1986)
- 52.246-20      WARRANTY OF SERVICES (MAY 2001)  
Para (b), Period of time is “As Established in Individual Task Orders When Applicable”  
*Applies to Firm-Fixed-Price CLIN(s) only.*
- 52.246-23      LIMITATION OF LIABILITY (FEB 1997)
- 52.246-25      LIMITATION OF LIABILITY -- SERVICES (FEB 1997)
- 52.247-01      COMMERCIAL BILL OF LADING NOTATIONS (APR 1984)  
*Applies to Firm-Fixed-Price CLIN(s) only.*
- 52.248-01      VALUE ENGINEERING (FEB 2000)  
Para (m). To Be Cited as Applicable in Individual Task Orders
- 52.249-02      TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996)  
*Applies to Firm-Fixed-Price CLIN(s) only.*
- 52.249-06      TERMINATION (COST-REIMBURSEMENT) (SEP 1996) - ALTERNATE IV (SEP 1996)  
*Applies to Time-and-Materials CLIN(s), Labor-Hour CLIN(s) only.*
- 52.249-08      DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)  
*Applies to Firm-Fixed-Price CLIN(s) only.*
- 52.249-14      EXCUSABLE DELAYS (APR 1984)  
*Applies to Time-and-Materials CLIN(s), Labor-Hour CLIN(s) only.*
- 52.250-01      INDEMNIFICATION UNDER PUBLIC LAW 85-804 (APR 1984) (Requests Are To Be Made, When Applicable, To The Task Order Contracting Officer.)
- 52.251-01      GOVERNMENT SUPPLY SOURCES (APR 1984)
- 52.253-01      COMPUTER GENERATED FORMS (JAN 1991)

The following clauses shall apply only to the cost reimbursement Item(s) provided hereunder and in the event of conflict with other clauses, these clauses shall govern:

- 52.216-7      ALLOWABLE COST AND PAYMENT (FEB 2002)
- 52.216-11      COST CONTRACT – NO FEE (APR 1984)
- 52.228-7      INSURANCE – LIABILITY TO THIRD PERSONS (MAR 1996)
- 52.232-20      LIMITATION OF COST (APR 1984)  
(Estimated costs shall be cited in each applicable task order)
- 52.232-21      When said Item(s) are incrementally funded, the following clause applies:  
LIMITATION OF FUNDS (APR 1984)  
“Amounts shall be cited in each applicable task order”
- 52.242-1      NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)
- 52.243-2      CHANGES – COST REIMBURSEMENT (AUG 1987)
- 52.246-3      INSPECTION OF SUPPLIES – COST REIMBURSEMENT (MAR 2001)
- 52.246-5      INSPECTION OF SERVICES – COST REIMBURSEMENT (APR 1984)

**II. NOTICE:** The following contract clauses pertinent to this section are hereby incorporated in full text. Note that the VA Acquisition Regulation (VAAR) clauses pertain only to Tasks Orders supporting VA.

**A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES IN FULL TEXT**

**52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEP 1990)**

This is a rated order certified for national defense use, and the Contractor shall follow all the requirements of the Defense Priorities and Allocations System regulation (15 CFR 700).

Note: This clause will apply to any Task Order issued for Department of Defense work requirements.

**52.219-04 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)**

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except--

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference;

(ii) Otherwise successful offers from small business concerns;

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

\_\_\_\_ Offeror elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

#### **52.252-02 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil/>

#### **52.252-06 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)**

The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

### **B. VA ACQUISITION REGULATION CONTRACT CLAUSES IN FULL TEXT**

#### **852.203-71 DISPLAY OF VA HOTLINE POSTER (DEC 1992)**

(a) Except as provided in paragraph (c) below, the Contractor shall display prominently in common work areas within business segments performing work under VA contracts, VA Hotline posters prepared by the VA Office of the Inspector General.

(b) VA Hotline posters may be obtained from the VA Office of the Inspector General (53E), P.O. Box 34647, Washington, DC 20043-4647.

(c) The Contractor need not comply with paragraph (a) above, if the Contractor has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(End of Clause)

**852.211-71 GUARANTEE (NOV 1984)**

The contractor guarantees the equipment against defective material, workmanship and performance for a period of [to be determined on individual Task Orders], said guarantee to run from date of acceptance of the equipment by the Government. The contractor agrees to furnish, without cost to the Government, replacement of all parts and material which are found to be defective during the guarantee period. Replacement of material and parts will be furnished to the Government at the point of installation, if installation is within the continental United States, or f.o.b. the continental U.S. port to be designated by the contracting officer if installation is outside of the continental United States. Cost of installation of replacement material and parts shall be borne by the contractor.

(End of Clause)

**852.236-76 Correspondence (APR 1984)**

All correspondence relative to this contract shall bear the contract number, delivery or task order number, title of project, and name of contracting activity.

(End of Clause)

**852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)**

The contractor shall obtain all necessary licenses and/or permits required to perform this work. The contractor shall take all reasonable precautions necessary to protect persons and property from injury or damage during the performance of this contract. The contractor shall be responsible for any injury to its employees, as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by its employees fault or negligence, and shall maintain personal liability and property damage insurance having coverage for a limit as required by the laws of the State in which the work is performed. Further, it is agreed that any negligence of the Government, its officers, agents, servants and employees, shall not be the responsibility of the contractor hereunder with the regard to any claims, loss, damage, injury, and liability resulting therefrom.

(End of Clause)

**852.270-4 COMMERCIAL ADVERTISING (NOV 1984)**

The contractor agrees not to advertise the award of the contract in its commercial advertising in such a manner as to state or imply that the Department of Veterans Affairs endorses a product, project or commercial line of endeavor.

(End of Clause)

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**PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**  
**SECTION – J**  
**LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

<b><u>DOCUMENT #</u></b>	<b><u>DESCRIPTION /TITLE</u></b>	<b><u>PAGES</u></b>	<b><u>DATE</u></b>
Attachment 1	Statement of Work (SOW), “Global Information Technology Support Services (GITSS)	8	April 29, 2003
Attachment 2	Contract Labor Rate Schedule	48	September 11, 2003
Attachment 3	Labor Categories and Qualifications	8	April 29, 2003
Attachment 4	Contract Management Plan for the Basic Contract	13	April 29, 2003
Attachment 5	Small Business Subcontracting Plan	TBD	TBD

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## Attachment 1

### Statement of Work (Section C) For Global Information Technology Support Services (GITSS) (April 29, 2003)

#### 1.0 INTRODUCTION:

- 1.1 BACKGROUND:** The Department of Veterans Affairs (VA) has created an Acquisition Center of Excellence known as **BuyIT.Gov**. Operating under authority of the Government Management Reform Act (GMRA), Public Law 103-356, within the VA's Franchise Fund, **BuyIT.Gov** provides acquisition services to all Federal customers. **BuyIT.Gov** is managed by the VA's largest corporate data center, the Austin Automation Center (AAC), and specializes in the complex arena of IT and telecommunications contracting. The GITSS acquisition initiative is sponsored by **BuyIT.Gov** and represents its first and most important tool to support the IT and telecommunication needs of the Federal Government.

The IT and telecommunications requirements of the Federal Government are projected to grow and become more complex as working environments demand increased automation capabilities and speed to accomplish their respective missions. As IT demands increase, the expertise and abilities within the Government to decide future needs, determine specifications, evaluate products, as well as install, maintain, upgrade, repair, and administer IT and telecommunication infrastructures will be strained. Satisfying IT and telecommunication service requirements will be a continual need for all Government agencies.

- 1.2 OBJECTIVES OF THE GITSS CONTRACT:** The objective of GITSS is to support the IT and telecommunications requirements of any Federal customer, anywhere, and at the best value possible. GITSS contracts will allow customers' service requirements to be rapidly filled as they arise by harnessing the capabilities of high-quality contractor teams at affordable prices. Our ability to quickly provide stellar, best value technical support, while being responsive to customer contract administration needs will make GITSS an attractive contract tool to support the IT and telecommunication needs of all Federal customers.
- 1.3 SUMMARY OF CONTRACT CHARACTERISTICS:** This is an Indefinite Delivery/Indefinite Quantity (ID/IQ) contract. Task Orders will be issued up to the ceiling amount stated in Section B to order/authorize actual work. Task Orders may be placed on a fixed-price (FP), time and materials (T&M), or labor-hour (L/H) basis, depending on the nature of the requirement and level of unknowns associated with the proposed work.
- 1.4 PLACE OF PERFORMANCE:** The contractor shall provide IT and telecommunication services to any Federal agency at any location in the world. Each Task Order Statement of Work will clearly state place of performance. Task Orders may involve work at classified facilities and/or remote sites. Work may also be performed on a contractor site.
- 1.5 TECHNICAL ENVIRONMENTS:** Customer requirements will vary across the entire spectrum of existing and future technical environments and hardware/software platforms. IT/telecommunications technologies, by their nature, are dynamic and evolving. Therefore, it is impossible to define or limit the specific services or platforms that will be required in future Task Orders during the term of the contract.

Descriptions of technical environments as well as information on software and hardware platforms will be provided in the Statements of Work for each Task Order to allow the contractor to have all the available information to build an accurate proposal.

- 2.0 SCOPE OF WORK:** Under this contract, any agency of the United States Government will be able to fulfill requirements for or relating to information technology and telecommunications, and such services will be performed anytime and anywhere in the world as required. The term information technology (IT) is used in its broadest sense and includes telecommunications. For administrative purposes, IT services may be categorized in the list of functional areas identified in the SOW (3.0). However, since this contract is specifically for any IT and telecommunications services, requirements in functional areas that are not identified shall be construed as being within the scope of this contract. In determining whether a particular service is within scope, if it "touches" IT and/or telecommunications, then it is within the contract's scope.

Service needs may require the contractor to provide a "total solution," encompassing, for example, required hardware, software, and telecommunications products, in conjunction with all services needed to integrate a system, network, or other service delivery platform in order to meet a customer's mission requirements. Accordingly, Task Orders may include acquisitions of hardware, software, and other products. GITSS is not intended as a mechanism to purchase IT or telecommunication products. However, there are no limits on the amount of such products that may be purchased as part of a given requirement, to the extent that those products are necessary to deliver the services required. Services will include technical and other services encompassing the entire range of IT requirements in the broadest sense, including but not limited to the functional areas described herein. Services, including related IT and telecommunications products, may encompass the entire life-cycle of a system, including, as applicable, requirements analysis, product analysis, design, development, implementation, documentation, training, operation, backup and recovery, monitoring and tuning, troubleshooting, and maintenance. Moreover, services and related products covered under this contract will be global in reach and Offerors must be prepared to provide services and deliverables worldwide.

Federal agencies make use of mandatory contracts to facilitate standardization and other agency acquisition goals. Accordingly, if a given agency acquisition vehicle has been designated as "mandatory," the use of that mandatory contract may take precedence over the use of GITSS, or require the use of GITSS in consonance with that mandatory contract. Unless a waiver is approved in accordance with agency regulations, services covered by an agency's mandatory contracts must be acquired through those contracts.

The contractors shall provide IT services required to support the objectives of this contract. The labor categories identified in Section J, Attachment 3, Labor Categories and Qualifications, are not an exhaustive list of IT services that may be required. Additional labor categories within the scope of this contract may be added by bilateral agreement.

Task orders may be issued on a "level-of-effort" basis or on a "completion" basis.

**3.0 FUNCTIONAL AREAS:**

- 3.1 NETWORK AND TELECOMMUNICATIONS INFRASTRUCTURES:** Services related to all basic and advanced communications products (including hardware and software, network architectures, and network administration services) to meet customer requirements in the areas of wired/wireless networks, voice, data, and Internet Protocol (IP). Services cover the entire range from the most basic to the most sophisticated global network structures of telecommunications requirements, including, but not limited to, business phone lines, Internet access, data services, long distance and enhanced calling services, telecom/network equipment, and more. Typical tasks may include, but are not limited to: defining, testing, maintaining, designing, installing, tuning, troubleshooting, and operating communications systems of all types.
- 3.2 SERVER OR MAINFRAME HARDWARE AND SOFTWARE, SYSTEMS PROGRAMMING AND SYSTEMS ADMINISTRATION:** Evaluation and selection of all types of client/server hardware, operating systems and other systems software to support server installations in the broadest sense of the term. Includes all forms of systems programming and systems administrative services, in distributed or mainframe environments (including but not limited to: installation and tailoring, tuning, backup/recovery, troubleshooting, patching and upgrading.)
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- 3.3 STORAGE DEVICES, ASSOCIATED EQUIPMENT, AND SUPPORTING SOFTWARE:** Evaluation and selection of all forms of storage devices together with supporting software, including, but not limited to, direct access storage devices (DASD) and tape. Systems administrative and programming support for all such software and hardware.
- 3.4 DESKTOPS, LAPTOPS, SERVERS, SOFTWARE, LOCAL AND WIDE AREA NETWORKS:** Design, implementation, maintenance, and management of all forms of networked workstations, servers, enterprise servers (mainframes), laptops, and other peripherals included within LAN or WAN IT architecture. This also includes, but is not limited to, testing, installing, deploying, maintaining, and updating a wide variety of Operating Systems (OS) environments and Commercial Off-the-Shelf (COTS) products required to support existing or planned automated information systems (AIS) applications.
- 3.5 INFORMATION, SYSTEM, DATA, AND PHYSICAL SECURITY:** Establishment of secure logical and physical infrastructures for information systems (IS) environments including security plans, risk assessments, access controls, firewalls, intrusion detection/scanning systems, anti-virus tools and data protection policies. This function includes providing details for security awareness training, personnel security, policy enforcement, incident handling procedures, and separation of duties within an organization. Also, recommending and implementing current best practices for the widest range of operating system, database, network, and application security, taking current best practices, industry standards, and Government regulations and policies into account. The physical security function includes providing building access guides, restricted access levels to facilities, fire-suppression systems, facility construction access points, special recognition or alarm systems, and utility layouts.
- 3.6 HELP DESK/CALL CENTER SUPPORT:** Managed tiered help desk services for technical and informational support. Provide highly trained and experienced staff to efficiently assist customers experiencing problems. This highly skilled staff must be able to assist end users by answering a vast range of basic to complex technical questions for supported software applications and systems.
- 3.7 CHANGE MANAGEMENT SYSTEMS:** Recommend and support implementations of change management practices, infrastructures and systems utilizing industry best practices to minimize negative impact of any change on the IT enterprise by controlling its implementation through orderly, planned, and standardized methods and procedures. Change management includes all processes to ensure the integrity, effectiveness, and security of the system. Configuration management is an integral part of the technical process for system development and offers support to all technical development activities. In this context, configuration management is the discipline that provides a common point of integration for all planning, oversight, and implementation activities that support the change management.
- 3.8 CONFIGURATION AND ARCHITECTURAL MANAGEMENT AND CONTROL:** Recommendation and implementation, utilizing industry best practices for systems and infrastructures, for configuration and architectural management and control, including but not limited to detailed recording and updating of information describing an enterprise's computer systems and networks, and support for decision-making in determining the architecture and configuration of an enterprise. In this context, the term should be construed to include all hardware and software components, including versions and updates that have been applied to installed software packages and the locations and network addresses of hardware devices. It also includes tracking of software development efforts, and includes interfaces with Change Management systems.
- 3.9 WEB DESIGN, DEVELOPMENT, DEPLOYMENT, PROVIDING SERVICES, MAINTENANCE, AND UPDATES:** Evaluation, planning, requirements-analysis, design, coding and unit testing, system integration testing, implementation, deploying, providing service to, maintaining or updating a web site, or web-enabling a legacy system.
- 3.10 E-COMMERCE AND E-GOVERNMENT:** Services relating to all aspects of E-Commerce and conducting business on-line, including, by way of example, buying and selling products with digital cash and via Electronic Data Interchange (EDI) or Electronic Funds Transfer (EFT). Support for E-Government; Electronic public services, 'teledemocracy' and the national information society.
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- 3.11 APPLICATION DESIGN, DEVELOPMENT, AND MAINTENANCE THROUGHOUT THE LIFECYCLE:** Services with respect to all aspects and life-cycle stages of application support, including but not limited to, planning, requirements analysis, design, coding and unit testing, system integration testing, implementation, maintenance and updating of applications. In this context, the term “application” is defined in the broadest sense as a program or group of programs designed for end users. Applications software includes but is not limited to, payroll processing, financial management systems, decision support systems, etc. Appropriate Government lifecycle management processes and policies, e.g., Capability Maturity Model (CMM), must be adhered to in all application design, development and maintenance projects.
- 3.12 PROJECT MANAGEMENT SERVICES:** Provide Project Management services for the purpose of assisting customers in accomplishing specific, non-routine tasks. Project Management, in this context, is usually done outside the normal organizational activities and often is done outside the normal organizational hierarchy. Activities such as developing new products or services, new lines of business, or solving problems where any change may impact many other areas are usually handled through Project Management services. Projects are limited in scope to objectives included in them, have specific starting and completion dates, and may have predetermined expenditures budgeted for them. Project Management services will be provided for both capital projects (equipment, processes, computer programs or things which are considered physical assets) and non-capital projects (e.g., general research, feasibility studies, market analysis, and product development studies).
- 3.13 COMMERCIAL OFF-THE-SHELF SOFTWARE PRODUCTS AND SUPPORT:** Services related to the usage and installation of Commercial Off-the-Shelf (COTS) software products, including, but not limited to, study, evaluation, implementation, tailoring, and maintenance of ready-made products that can easily be obtained in the marketplace without engaging in software development efforts. This includes the entire spectrum of available software.
- 3.14 INDEPENDENT VALIDATION AND VERIFICATION (IV&V) AND SYSTEMS QUALITY ASSURANCE (SQA) SUPPORT FOR IT SERVICES AND SOFTWARE:** Both IV&V and SQA assess how well technology solutions meet customer requirements, resulting in the desired business value. The focus is on managing risks and providing quality throughout the system development lifecycle.
- Typical IV&V tasks include, but may not be limited to:
- a) Review functional requirements, develop comprehensive test plans and test scenarios.
  - b) Migrate software to secure environment and perform tests, document test results according to standard configuration management procedures, and verify correction of system deficiencies.
  - c) Certify software and conduct post implementation reviews.
- Typical SQA tasks include, but may not be limited to:
- a) Review and audit products and activities to verify compliance with applicable repeatable procedures and standards. In addition, provide management with the results (defects and deviations) of these reviews and audits and track them to closure
  - b) Resolve compliance issues with staff and/or managers.
  - c) Place designated SQA work products under appropriate levels of configuration management.
- 3.15 DATABASE AND DATA WAREHOUSE ADMINISTRATION:** Services related to all types of database management systems and database applications, including but not limited to: logical and physical design and redesign, installation, tailoring, and tuning, troubleshooting, patching, and upgrading, ETL tools, and backup/recovery.
- 3.16 DISASTER RECOVERY AND BUSINESS CONTINUANCE OPERATIONS, INCLUDING PHYSICAL INFRASTRUCTURE, HARDWARE, SOFTWARE, NETWORK, AND PERSONNEL:** Services related to any and all methodologies, in the information technology context, pertaining to disaster recovery and business continuity. The range of recovery services under this functional area covers the spectrum from partial loss of function or data for a brief amount of time to a “worst-case” scenario in which
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a man-made or natural disaster or IT failure results in the loss of the entire IT enterprise. The scope will run the gamut from customers willing to wait as much as one month for continuance of business processes to customers requiring zero down time. Services may be required at any timeframe from initial declaration of a disaster to final recovery of all business processes. Services may also cover any aspect of business continuity planning.

- 3.17 FILE AND PRINT SERVICES:** Services related to file and print services, including all classes of computer infrastructures, providing customers with file/print services, development, installation, operations, maintenance, and troubleshooting. This may include file/print services for multiple network and technical configurations in multiple locations around the world. Integration with multiple server platforms, to implement complex print, fax, and or form management solutions using multiple architectures to support multiple workstations in multiple locations.
- 3.18 COMPUTER SYSTEMS FACILITIES MANAGEMENT AND MAINTENANCE:** Administration, integration, installation, operation, and maintenance for computer centers, including, but not limited to:
- a) Electrical systems, such as: Utility Feed, UPS system, Emergency Power, Power Distribution Units (PDU's) and Emergency Power Off (EPO) system.
  - b) Mechanical systems, such as: UPS room, Under Water Detection System, air conditioning, Fire Protection System and Alarms.
  - c) Telephone/Data Information, such as: telephone service, data transmission, and any additional data service.
  - d) Physical security, such as: Outside physical security, building entry, contractor access, security control software, and computer room access.
  - e) Facilities planning, such as: Plan, schedule and coordinate the utilization, relocation, installation, changing, expansion, rearrangement and connection/disconnection of computer systems and networks, including ancillary data stations and cabling.
  - f) Computer Center/Network/Technical Services, such as: Providing administration, integration, installation, operations, maintenance, and training for all types of computer center services. Scope also includes providing administration, integration, installation, operations, maintenance, and training services for all types of data networks.
  - g) Systems installation and integration, such as: Cable systems installation, workstation connection and integration, system testing, providing system and user documentation, and administrator user training.
  - h) Production services, such as: Maintaining a central library for source program statements, object programs and related control systems; establish, operate, maintain, document and deliver records and files documented and used; develop computer processing schedules and review operational status of schedule for accuracy, timely delivery of products and efficient utilization of resources.
  - i) Media management, such as: Maintaining a physical library, performing operations for media management; retrieving/storing media for various activities, preparing, recording media for archiving and /or off-site storage; performing support services for off-site storage of disaster recovery media; and maintaining and stocking sufficient inventory or required supplies.
- 3.19 REPORT PROCESSING:** Services related to building multiple reports and distributing them worldwide to multiple users using any type of media or electronic delivery, including allowance for remote viewing of different report fragments, to users with different security permissions.
- 3.20 STRATEGIC IT PLANNING AND ASSESSMENT:** Provide services that facilitate strategy decisions for an organization with respect to its current and future IT structure and program integration. All recommendations and plans must comply with Federal legislation and be consistent with Federal policy, standards, and guidelines. Examples include: The Government Performance and Results Act, Clinger-Cohen, the Federal Activities Inventory Reform Act, the Paperwork Elimination Act, etc. This includes conducting a systematic assessment and redesign of the key technologies, business processes, and organizational structures; streamlining processes, properly aligning the organization to reflect the way work gets done, and deploying proven supporting technologies where appropriate. The outcome of studies and assessments is expected to result in a complete IT strategy, aligned with business goals and objectives that leverage innovation to define new opportunities for success.
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- 3.21 TRAINING:** Provide training and knowledge transfer to technicians and other staff with regard to services and associated products delivered under any functional areas described in task orders. This training will allow technicians the ability to maintain the product or process in the future. Identify and/or provide any additional training required by end-users, technicians, or any other staff for implementation, maintenance and use of deliverables specified in task orders.
- 3.22 TECHNOLOGY REFRESHMENT and CONFIGURATION REVIEWS:** Through technology refreshment and configuration reviews, this area includes any structure or process for realizing innovations to provide for business or technical changes. Technology refreshment will allow for upgrading technology or improving processes as well as helping enterprises move their businesses forward by adopting formal procedures to manage business and technical innovations. Technology refreshment will ensure new innovations are reviewed and adopted as required.
- 4.0 OVERALL DUTIES:** As part of performing in any of the above functional areas, the contractor is also expected to perform the following as required by each Task Order:
- 4.1 DOCUMENT/REPORT PREPARATION:** Prepare written documents and reports to include but not limited to system change plans, various operations procedures and planning documents, meeting minutes, contractor status reports, manuals, training text, program management reviews and any other documents required to complete the work. The actual requirements, formats, delivery schedules and points of contact will be established in the Statements of Work for each Task Order.
- 4.2 MEETINGS, BRIEFINGS, AND CONFERENCES:** Prepare briefings, attend meetings, conduct Program Management Reviews, participate in conferences such as proposal conferences, post award conferences, and attend site visits as may be required to complete the work. The actual requirements, formats, schedules and locations will be established in the Statements of Work for each Task Order.
- 4.3 ACQUISITION:** Acquire necessary hardware, software, communications, and services as may be required to complete a Task Order. Acquisition services may include evaluation and selection of various technical alternatives on a best value basis, purchase of hardware, software, and telecommunications products, including on-going maintenance and coordination of delivery by a supplier and acceptance by the Government. The contractor shall consider Total Cost of Ownership (TCO) in providing recommended solutions and best value decisions. Unless otherwise stated in a Task Order the contractor shall license to the Government all software acquired under this contract.
- 4.4 TASK ORDER PHASE IN/PHASE OUT:** Perform Phase-in and/or Phase-out services to insure continuity of services, as may be required in a specific Task Order.
- 4.5 TRAVEL:** Perform travel required by a Task Order as authorized by the Contracting Officer or official designee and funded by the Government. Travel costs will be paid in accordance with the Federal Acquisition Regulation (FAR) 31.205-46.
- 5.0 DELIVERABLES:** The requirements for any deliverables, including but not limited to reports, products, parts, materials, systems, etc., as well as the schedule by which they are due, will be established in the Statements of Work for each Task Order.
- 6.0 INSPECTION/PERFORMANCE THRESHOLDS:** The Contracting Officer for each Task Order will retain contract administration responsibility for the Task Orders they issue unless administration is delegated in accordance with applicable regulations. Each Task Order Statement of Work will identify the critical elements of services in the Service Delivery Schedule for the purposes of inspection/acceptance and performance criteria enforcement. Failure to satisfactorily perform may result in re-performance, reduction in compensation, or other remedies afforded the Government through the contract or by law. Payment may be made on a monthly basis, on a fixed-price deliverable basis, or at the completion of a Task Order, based on satisfactory performance being rendered. Further, at the discretion of the Task Order Contracting Officer, other payment methodologies consistent with applicable regulations and agency guidelines may be used, e.g., Progress Payments or Performance-Based Payments. Unless modified by the Task Order
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Contracting Officer to comport with agency guidance, the Service Delivery Schedule (Task Order Section 5, as defined in Section J, Attachment 4, (2.5.2)) of each Task Order will be delineated as follows:

<u>Performance Objective</u>	<u>SOW Reference</u>	<u>Performance Threshold</u>
Service Required		Minimum Level of Acceptable Performance

In general, the Task Orders will be administered in accordance with the GITSS Contract Management Plan, Section J, Attachment 4. Further, the Contracting Officer for each Task Order will establish the performance thresholds and surveillance methods applicable for the work ordered. This may include a specific QASP applicable to the Task Order.

## **7.0 GENERAL INFORMATION:**

**7.1 NON-PERSONAL SERVICES:** The services to be acquired under this contract are “non-personal” as defined by FAR 37.101. As such, the personnel rendering services are not subject either by the contract’s terms or by the manner of its administration, to the supervision and control prevailing in relationships between the Government and its employees. Although contractor employees may be working under the technical direction and surveillance of Government project managers, the Government will not supervise or manage contractor employees, nor participate in supervisory or management decisions regarding contractor employees.

**7.2 CONTRACTOR PERSONNEL CONSIDERATIONS:** The contractor shall provide skilled personnel together with the supervisory, managerial, and administrative services necessary to successfully meet the requirements of each Task Order. Personnel assigned by the contractor(s) to perform work on this contract shall be acceptable to the Government in terms of personal and professional conduct and technical knowledge. Should the assignment to this contract of any person in the contractor’s organization create a conflict with the interests of the Government, the Government will notify the contractor and request the person’s removal from the assignment and replacement as necessary. Unless otherwise negotiated with and approved by the Task Order Contracting Officer or stated in the Task Order, the contractor shall provide the replacement resource(s) within 10 workdays. The Task Order Contracting Officer will document the reason for removal in writing within 10 workdays of the contractor notification. Replacement personnel qualifications shall be equal to or greater than those of the personnel being replaced and will result in no increase in Task Order price. Employment and staffing difficulties will not be justification for failure to meet established schedules.

The hours that contractor employees will have access to a Government site to perform work shall be established in each Task Order. Individual Task Order requirements may demand contractor employees work outside of normal duty hours (Monday – Friday, 0800 – 1700.) All contractor employees working on a Government site shall comply with the policies and directives of that site. This may require the employees to attend a facility indoctrination session or other facilities briefings. Failure to comply shall be reason for removal of the employee from the facility.

## **7.3 SECURITY:**

**7.3.1 CLASSIFIED WORK:** Work ordered on this contract may involve secure networks, facilities and sensitive information; therefore, the contractor must be able to provide personnel with security clearances up to the Top Secret level. Task Orders issued will contain the specific security specifications required by the customer. They may include a Department of Defense Form 254 or other agency-specific form.

**7.3.2 SYSTEM SECURITY:** The contractor(s) shall comply with all the physical and data security policies of the ordering activity. Copies will be made available as part of the Task Order placement process. The contractor shall participate in security functions relevant to the tasks being performed that may include Security Safeguard Reviews, audits, reporting suspected security violations, acting to secure system environments, responding to computer security alerts and any other review or actions required to ensure computer systems are not violated or vulnerable.

- 7.3.3 PERSONNEL SECURITY:** The contractor will comply with all personnel security requirements included in this contract and any unique security requirements provided by an ordering activity in a specific Task Order.
- 7.3.4 BADGES:** Employees working at a Government facility may be required to display, on their person, a Government-provided identification badge, that will include the full name of the employee and the legal name under which the contractor is operating. The identification badge numbers and data will be kept in a Government-maintained computer database for security purposes. It is the responsibility of the contractor to request and obtain badges from the Government prior to the first workday of any contractor employee. The contractor shall return all badges to the Government program manager, or designee, on the same day an individual's employment is terminated and upon termination of the contract. The contractor shall notify the Government program manager, or designee, immediately of any lost badges.
- 7.3.5 DATA SECURITY AND PRIVACY:** Contractor staff may have access to privileged and confidential materials of the United States Government. These printed and electronic documents are for internal use only and remain the sole property of the United States Government. Some of these materials are protected by the Privacy Act of 1974 (AMENDED) and Title 38. Unauthorized disclosure of Privacy Act or Title 38 covered materials is a criminal offense. Each contractor employee will be given access to only the information and facilities needed to perform the tasks associated with a Task Order.
- 7.4 SECTION 508 REQUIREMENTS:** The contractor shall comply with all required Federal or agency standards, as specified in the individual Task Order. Section 508, the Federal Information Technology Accessibility Initiative (36 CFR 1194), is incorporated into and made a part of this contract. Section 508 applies to all Task Orders. Specific Section 508 standards or other 508 requirements will be stated in each Task Order. The standards and information on how to administer the Section 508 requirements are covered at <http://www.section508.gov>. Compliance with the applicable Section 508 standards is a material requirement of the contract.
- 7.5 TASK ORDER SPECIFIC REQUIREMENTS:** This contract is intended to satisfy the worldwide information technology and telecommunications service needs of any Federal agency, in any technical environment. During the term of this contract, it is possible that customer requirements for individual Task Orders will necessitate the inclusion of provisions or clauses that are unknown at the time of award of this Basic Contract. In these situations, it is understood that these provisions or clauses will be included in the solicitations and the subsequent Task Order award. The contractor may choose not to submit a proposal in response to a solicitation (with no negative affect on its past performance standing) for a potential Task Order if these added provisions or clauses are unacceptable to them.
- 7.6 PROMOTING THE CONTRACT:** The contractor is encouraged to promote the GITSS contract to all potential VA customers and other Federal agencies. Specifically the contractor is encouraged to:
- a) Make customers aware of this procurement vehicle.
  - b) Make customers aware of available products, services, and solutions.
  - c) Make customers aware of subcontractor(s) products, services, and solutions.
  - d) Direct potential customers to any VA GITSS website(s) to obtain Task Order procedures.

Since marketing is essential for the success of the GITSS program, the contractor may be asked to participate in VA/industry marketing partnership initiatives that may include advertising campaigns, agency information sessions and trade shows. All marketing materials shall enhance and improve the visibility of the GITSS program, shall conform to the requirements of the Section I clause (VAAR 852.270-4), and shall be approved by the Basic Contract Contracting Officer IAW Section H-01. Approval of a contractor's marketing materials does not obligate the Government to undertake any potential work identified. Effort relating to promoting the contract shall not result in any direct charge to the contract or to any Task Order thereof. Contractors are advised, as stated in Section J, Attachment 4, Paragraph 9.4.1.6, that bringing customers to the GITSS program is a method to improve their past performance standing.

**Attachment 2**  
**Contract Labor Rate Schedule**

Offerors shall enter their proposed labor rates in the spreadsheets in accordance with the instructions in Section L. The spreadsheets to be used are MS Excel documents, which are physically separate from this MS Word document. They are located on the GITSS Contract website under the Final Solicitation Link.

### Attachment 3 Labor Categories and Qualifications

**Education and Experience Requirements:** Contractor personnel shall meet the minimum education and experience requirements listed in Table 3 below, under the heading “Minimum Mandatory Requirements,” for each labor category level, as applicable. However, equivalencies have been established in the table as stated under the heading “Equivalent Education and Experience” to add flexibility and to assist contract holders in selecting resources to propose for GITSS requirements. Table 3 provides that proposed resources possessing the alternate combinations of education and experience cited under the “Equivalent Education and Experience” heading will be considered to have met the minimum mandatory requirements.

All experience and education must be in a technical field directly related to the labor category being proposed and all diplomas, GED certificates, and degrees must be from accredited institutions. Further, the Contracting Officer(s) for individual Task Orders may grant waivers for these requirements or allow substitution of certain technical certifications for education and/or experience if it is determined to be in the best interest of the Government. Any equivalencies or substitutions must be cited in each Task Order. Any and all levels may include supervisory duties.

**Table 3**

Minimum Mandatory Requirements				Equivalent Education and Experience	
Level	Education	AND	Experience	Acquired Degree	Minimum Experience
I	High School diploma or GED certification.	And	1 year	Less than HS/GED	2
				Associate’s	None
				Bachelor’s	None
				Master’s	None
				Doctorate	None
II	Associate’s Degree or higher.	And	2 years	HS/GED	4 years
				Bachelor’s	None
				Master’s	None
				Doctorate	None
III	Bachelor’s Degree or higher.	And	5 years	HS/GED	9 years
				Associate’s	7 years
				Master’s	3 years
				Doctorate	1 year
IV	Master’s Degree or higher.	And	6 years	HS/GED	12 years
				Associate’s	10 years
				Bachelor’s	8 years
				Doctorate	4 years

#### ADMINISTRATIVE SERVICES

- Administrative Support:** Provides any necessary clerical, data automation and administrative management support for IT and telecommunication projects. Personnel shall have technical training and practical experience in office administration, secretarial support and data automation consistent with the complexity of the tasks assigned. (Level I)
- Documentation Specialist - Technical Writer:** Prepares, edits, maintains and updates technical documents such as reference manuals, user manuals, specifications, as well as training materials throughout the lifecycle of the system or the project. Responsibilities also include, but are not limited to, maintaining technical documentation, assuring the accuracy of technical documents, maintaining technical libraries. (Levels I, II and III)



3. **Graphics Specialist:** Provides graphic design support for IT and telecommunication projects. Responsibilities include, but are not limited to, graphics design/use as well as operations setup of computer graphic systems such as desktop publishing, CAD, GIS, HTML and multimedia. (Levels I, II, and III)

4. **Electronic Input Operator:** Operates data entry devices for recording and ensures information is properly entered. (Levels I, II and III)

## **BUSINESS SERVICES**

1. **Business Case Analysis Specialist:** Performs life cycle cost analysis on IT and telecommunication systems to identify cost savings/avoidance associated with older systems and enhancements to existing systems. (Levels I, II and III)

2. **Principal Business Process Reengineering Specialist:** Conducts process modernization tasks for facilitating the enhancement of IT and telecommunication projects. Responsibilities include, but are not limited to, data collection, verification and integration for the purposes of establishing policies and regulations. (Levels II, III and IV)

3. **Strategic Planner:** Responsible for strategic planning of large projects or a significant segment of a strategic planning of a large complex project. Formulates, reviews and coordinates strategic plans related to IT/telecommunication projects with respect to public policies and regulations. Ensures that continuity plans grow out of business needs, and processes for achieving outcomes are identified. Responsibilities also include, but not limited to, assisting in developing mission statements, defining subsequent goals, building operational plans, specifying measurable outcomes, prioritizing initiatives, and organizing, directing, and coordinating strategic planning activities. (Levels II, III and IV)

4. **Enterprise Resource Planning (ERP) Analyst/Modeler:** Performs business and technical analyses as well as modeling to support business/technical solutions based on enterprise applications. Works with senior leadership to provide strategic direction with regard to their data enterprise, provides input for systems development and data base, administration groups from a data point of view, performs business and technical designer functions, including making contributions to both the business and technical architecture components of the enterprise solution, supporting industry/functional area/business process specialists and experts, supporting architecture/product/technology specialists and experts, reviews/assesses enterprise solution products for accuracy and consistency. (Levels III and IV)

5. **Enterprise Resource Planning Specialist:** Provides support and analysis for the delivery of technical and business solutions in the IT/telecommunication fields that optimize an organization's resources with mission requirements and future technology developments. Produces business solution models, technical work products, unit-tested code, instructional courseware, data structures, user interfaces, documentation and enhanced logical process that will effectively utilize enterprises solutions. Plans and generates databases and/or data models that are the results of business system and data requirements planning. Provides the future business strategies as seen from a data point of view for the systems development and data base administration groups. Analyzes the enterprise information system baseline and perform a "gap analysis" between the baseline, the user operational requirements and the operating capability of enterprise application product sets. (Level IV)

## **CLIENT RELATIONSHIP MANAGEMENT**

1. **Information Services Specialist:** Provides specialized support for complex, high-level state-of-the-art software and hardware issues. (Level IV)

2. **Project Manager:** Responsible for the overall success of a wide range of projects of varying levels of complexity that utilize information technology. Directs, controls, administers, and regulates a project to build a software or hardware/software system. Serves as a single point of contact and interfaces with all areas affected by the project including end users, computer services, and client services. Duties include, but are not limited to; refining requirements, coordinating projects, developing plans and schedules, managing resources, obtaining business approvals, estimating costs, creating and tracking project budgets, providing technical direction for a

complete systems development effort (through each phase of the Software Project Life Cycle), developing software specifications and risk management plans, tracking identified risks, providing technical and analytical guidance to project team. (Levels I, II, III and IV)

3. **Task Order Manager:** Has overall responsibility for the management and execution of a Task Order, including tasking, scheduling, staffing, cost, quality, troubleshooting performance, risk mitigation and interfacing with the customer in order to ensure Task Order objectives are met. (Levels I, II, III and IV)

## **DATA/CONFIGURATION MANAGEMENT**

**Data Configuration Management Specialist:** Designs, develops, documents, manages and audits configuration management plans. Describes provisions for configuration identification, change control, configuration status accounting, and configuration audits. Manages and performs configuration planning. Identifies and maintains the original configuration of requirements documentation, design documentation, software, and related documentation. Manages and performs configuration change control. Regulates the change process so that only approved and validated changes are incorporated into product documents and related software. Manages and performs configuration status accounting. Tracks all problems and changes in product documents and software and reports changes and current configuration. Manages and performs configuration audits. Supports audits to verify that the as-built software has met requirements of all baselines. Supports the Software Quality Assurance process audits and Independent Verification and Validation process audits. (Levels I, II and III)

## **EDUCATION AND TRAINING**

1. **Curriculum Developer:** Designs, develops, presents and updates training packages that may include classroom courses, Computer Based Training (CBT), web-based instruction, workshops, exercises and seminars. Prepares detailed specifications for training programs. (Levels II and III)

2. **Training Facilitator:** Prepares for and conducts training as well as provides feedback to Curriculum Developers on needed adjustments to training packages. Provides support including but not limited to train the trainer, conducts formal classroom training courses, course facilitation, on-line facilitation, CBT's, web-based instruction, workshops, exercises, and seminars. (Levels I, II and III)

## **INFORMATION ASSURANCE**

1. **Disaster Recovery Specialist:** Develops, tests, implements and updates policies and procedures to protect data/information in the event of disaster or emergency. Coordinates the use of offsite storage locations and resources needed for recovery operations. Provides data storage/security education and awareness programs. (Levels II and III)

2. **Information Assurance Development Engineer:** Establishes and satisfies system-wide information security requirements based upon the analysis of user, policy, regulatory, and resource demands. Coordinates with senior-level customers to address program goals, milestones, resources and risks. Applies expertise to government and commercial common user systems, as well as to dedicated special purpose systems requiring specialized security features and procedures such as classified intelligence and command and control-related networks. (Levels II and III)

3. **Information Assurance Network Specialist:** Provides security analysis/implementation, systems engineering, electrical design, design assurance, testing, software engineering, program design, configuration management, integration and testing to support information assurance requirements. Reviews and recommends information assurance solutions to customer problems. Conducts systems security analysis and implementation, system engineering, electrical design, design assurance, testing, software engineering, program design, configuration management, integration and testing of information assurance products and techniques. Analyzes and defines security requirements for local and wide area networks. Designs, develops, engineers, and implements solutions that meet network security requirements. Responsible for integration and implementation of the network security solution. Performs vulnerability/risk analyses of computer systems and applications during all phases of the system development life cycle. Configures test beds and conducts testing, records and analyzes results, and provides

recommendations for improvements for the products/systems under test. Analyzes and defines security requirement for computer systems which may include mainframes, workstations, and personal computers. Designs, develops, engineers, and implements solutions that meet security requirements. (Levels I, II and III)

4. **Information Security Business Analyst:** Provides high-level functional systems analysis and support for complex business requirements. (Levels II and III)

5. **Operations Systems Security Specialist:** Provides information assurance support for operating systems, Internet and Intranet, physical security, networks, risk assessment, critical infrastructure continuity and contingency planning, emergency preparedness, security awareness and training. Support includes analysis of existing system's vulnerability to possible intrusions, resource manipulation, resource denial and destruction of resources as well as analysis to document organizational information protection framework, and policy or procedures preparation/implementation. (Levels I, II and III)

6. **Threat Specialist:** Develops and implements comprehensive solutions to internal and external IT and telecommunication threats, both foreign and domestic. Manages and performs threat identification and assessment, threat reduction measures, crisis management, consequence management, and training and performance support. Manages threat, vulnerability, and capability assessments including anti-terrorism scenario modeling and simulations. Identifies and implements threat reduction measures including plans, policies, and procedures; risk management planning; physical and cyber security; mechanical, structural, and architectural reviews, and business continuity planning. Directs crisis response including first response; active defense; civil support; explosive, chemical, biological, radiological, and nuclear incident response; medical response; information continuity; and continuity of operations. Manages consequence activities including disaster recovery, restoration of operations, economic impact, logistics management, information recovery, medical support and decontamination. Implements training and performance support with emphasis on monitoring and measuring performance, implementing lessons learned, enforcing standards, providing training and test scenarios, and call/contact center operations. (Levels I, II and III)

7. **Business Continuity Planner:** Performs business and continuity planning, managing and testing. Prepares detailed analyses of business processes. Performs statistical and financial analyses. Develops scenarios and scripts for validating business continuity plans. Performs business continuity plan testing support. (Levels II and III)

## OPERATIONS/NETWORK SUPPORT

1. **Client/Server Network Architect:** Develops top-level strategies of client/server system and the design infrastructure necessary to implement those strategies. Develops strategy of client/server system and the design infrastructure necessary to support that strategy. Advises on selection of technological purchases with regards to processing, data storage, and data access and applications development. Sets standards for the client/server relational database structure for the organization. Provides recommendations of the feasibility of potential future projects to the customer. (Levels II and III)

2. **Communication Facilities Engineer:** Provides engineering expertise to support communications systems infrastructure requirements for buildings and systems. Ensures that adequate and appropriate planning is provided to direct building architects and planners in building communications spaces and media pathways to meet industry standards. (Levels II and III)

3. **Communications Transmission Engineer:** Provides engineering expertise to support communications requirements for planning, designing, installing and maintaining large communication networks. Develops, operates, and maintains voice, video, and data communications systems. Applies communications engineering principles and theory to propose design and configuration alternatives. Responsible for complex engineering or analytical tasks and activities associated with one or more technical areas within the communications function. Analyzes network performance, usage and traffic flows, accesses and interfaces, transmission techniques, and protocols. Conducts feasibility studies concerning communications and communications networks. Participates in preparing specifications for acquiring commercially available data communications networks. (Levels II and III)

4. **Computer Operator:** Monitors and controls one or more mini or mainframe computers by operating the central console or on-line terminals. Studies program operating instruction sheets to determine equipment setup and run operations. Continuously observes the operation of the console panel, storage devices, printers, and the action of the console printer to monitor the system and determine the point of equipment or program failure. Manipulates controls in accordance with standard procedures to rearrange sequence of job steps to continue operations when individual units of the system malfunction. Confers with software systems engineering or applications programming personnel in the event errors require a change of instructions or sequence of operations. Maintains operating records such as machine performance and production reports. (Levels I, II and III)
5. **Network Planning Analyst:** Plans and evaluates existing network capabilities for the purposes of recommending resources required to maintain or expand service levels. Develops technical standards and interface applications; identifies and evaluates new products; provides resolution for network problems. Provides recommendations to customers on the purchase of equipment and software. (Levels I, II and III)
6. **Network Systems Administrator:** Provides system administration support of network, web and/or communication systems including Local Area Network (LAN) and Wide Area Network (WAN) systems. This includes administration of user accounts, passwords, email, chat, and FTP. Maintains servers, creates monitoring reports and logs, and ensures functionality of links. Monitors web site for acceptable performance and user accessibility. Establishes back-ups and monitors site security. Coordinates network administration and performance requirements with others in the information systems function. Identifies, analyzes and documents long-range requirements and schedules resources related to the enterprise network. Responsible for configuration management and documentation of network and system topologies and/or web site. Prepares technical implementation plans that provide integrated solutions including actions, milestones, timelines and critical paths required for complete solutions. Prepares activity and progress reports regarding the network performance. (Levels I, II and III)
7. **Network/Hardware Support Technician:** Monitors and responds to complex hardware, software and network problems utilizing a variety of hardware and software testing tools and techniques. Provides primary interface with vendor support service groups or provides internal analysis and support to ensure appropriate notification during outages or period of degraded system performance. Provides LAN server support. (Levels I, II and III)
8. **Telecommunications/Communications Integration Engineer:** Provides technical support to design, integrate, install and maintain large-scale telecommunications/communication networks and services to include such forms of technology as satellite, microwave, broadband, fiber optic, voice, video, and digital systems. Responsible for the planning, modeling, simulation, design, management, and coordination of the network that integrates communications with computer systems to provide a complete systems solution. Evaluates existing communications systems to identify deficiencies and network performance issues. Analyzes network performance, usage and traffic flows, accesses and interfaces, transmission techniques, and protocols to interface with computer systems. Prepares studies and give presentations concerning data communications concepts integrated with computer systems and applications for total systems solutions. (Levels I, II and III)
9. **Cable Installer:** Supports the implementation of communications media to include installation, testing, troubleshooting and repair of equipment. Media may include cables such as telephone, coaxial and fiber optic, wireless, RF, light and new and emerging technologies. Locates and diagnoses signal transmission defects and prepares required written documentation. (Levels I, II and III)
10. **Information Center/Help Desk Support:** Provides phone and in-person support to users in problem solving activities using information center tools. Includes, but is not limited to, support in the areas of e-mail, directories, standard Windows desktop applications, and applications developed under this task or predecessors. Also serves as the initial focal point for troubleshooting more complex problems. (Levels I, II and III)

## QUALITY ASSURANCE

**Quality Assurance Specialist:** Responsible for development of project Software and/or Systems Quality Assurance Plan and the implementation of procedures that conforms to the requirements of the contract. Responsible for verifying that each functional component of the project follows a defined process, which is in conformance with

contractual requirements. Reports findings to project staff, line management of the organization, and the customer, as appropriate. Provides an independent assessment of how the project's development process is being implemented relative to the defined process and recommends methods to optimize the organization's process. (Levels I, II and III)

## SCIENTIFIC/BUSINESS/ENGINEER

1. **Scientist/Engineer:** Provides high-level mathematical, engineering or scientific support to solve complex technical problems. Responsible for all phases of complex scientific and engineering projects such as research, design, development, testing, modeling, simulating, training, and documentation. (Levels III and IV)
2. **Subject Matter Expert:** Provides advanced specialized scientific and engineering and other necessary related functional support required to complete IT/telecommunication tasks. Specifically, provides high-level advice, planning, troubleshooting, integration, research, design, development, testing, modeling, simulation and training on the most complex work requirements. Participates as needed in all phases of software development with emphasis on the planning, analysis, testing, integration, documentation, training and presentation phases. Applies principles, methods, and knowledge of specific functional areas of expertise to specific task order requirements. (Levels III and IV)
3. **Logistics Specialist:** Prepares logistics documents and implements logistics plans in support of the fielding of new complex information systems or major modifications. Logistics documents may include logistics operational management/user documents, integrated logistics support plans, user logistics support summaries, post-production support plans, and logistics implementation plans. (Levels I, II and III)
4. **Modeling/Simulation Specialist:** Provides modeling and simulation; prototyping (hardware and software); benchmarking; reliability, maintainability, availability, and other relevant analyses; which may involve testing, data collection and manipulation, and documentation development; fundamental algorithm development; integration and interface requirements definitions and analyses; and system component definition and analysis. May support live, constructive, or virtual training. (Levels I, II and III)

## TECHNICAL

1. **Storage Manager:** Plans, installs, and maintains various data storage systems. Provides recommendations for system enhancements, performance improvements, and process improvements, and performs evaluations on hardware, software, scheduling, and procedures. Provides information management support related to data storage systems. Configures, implements and documents new OEM software and appropriate equipment. (Levels I, II and III)
2. **Systems Programmer/Administrator:** Provides systems programmer services for maintaining the various operating systems, COTS software, and OEM systems software that run on any server/network. Responsibilities include, but are not limited to: Installs/implements new releases and manufacturer-provided maintenance. Installs/implements new releases, to include maintenance of monitoring software and management tools. Researches, analyzes, and resolves problems related to the specified environment. Researches, analyzes, provides recommendations for, and performs systems enhancements, systems tuning, performance improvements, and process improvements, and performs evaluations on hardware, software, operations, and scheduling that impact system operation and performance. Monitors and analyzes software on the server/network to identify potential problem areas before problems surface. Reviews applications running with software on the server/network to better understand the processing that takes place. Documents problems that occur on the server/network and the resulting solutions. Configures, implements, and documents new software and hardware being installed on the server/network. Provides information to management, as requested and/or on a regular basis, related to processing on the server/network. Reviews, monitors, sets-up or performs restart and recovery procedures, to include data, transaction, and system recoveries. Writes, executes, and analyzes benchmark programs to test proposed new hardware or software features. Responds to callback and serves as the initial point of contact for production failures, and ensures and coordinates the resolution and correction of production failures. Quantifies processing capacity/performance for both present and proposed utilization. Establishes and/or maintains regions (e.g., logical partitions, domains) within the server/network and fail over capabilities (e.g., Parallel Sysplex, clusters) across

server/networks, when applicable. Develops capacity projections for processing capability, data transmission, and data storage to ensure future customers needs are met in a timely manner. (Levels I, II, III and IV)

3. **Technical Advisor:** Plans technical architecture for the business environment. Maps business requirements to products. Develops architecture strategy to support business goals. Designs technology architecture. Provides product overview and component strategy. Designs the planning process and approach. Provides networking and communication services. Provides network design features and goals. Validates architecture for validity and performance. Develops, implements, and validates security requirements. Conducts pilot testing and develops written documentation to support the system. Performs data analyses and planning. Performs capacity planning. Performs job function analyses. Plans and designs Internet and Intranet web sites. Conducts TCO analysis, Requirements Analysis (RA), and Business Case Analysis (BCA). Prepares business case plans or other required documentation to support the findings and recommendations. Conducts business process re-engineering analysis, workflow analysis, quality assurance reviews, and other technical and business related studies. Prepares required plans and other required documentation to support the findings and recommendations. (Level III)

4. **Applications Programmer:** Provides program and system development and code integration services by choosing and applying existing programming techniques. Provides installation configuration support and quality assurance services. Creates, modifies, and maintains computer software programs. Provides plans and planning expertise, reporting and technical guidance for programming projects, when required. (Levels I, II, III and IV)

5. **Applications Systems Analyst:** Develops and modifies complex systems and develops subsystems to enhance the overall operational system. Develops complete specifications to enable computer programmers to prepare required programs. Gathers information, analyzes data, prepares project synopses, compares alternatives, prepares specifications for programs, resolves processing problems, coordinates work with programmers and orients users to new system. (Levels I, II, III and IV)

6. **Data Architect:** Works in a data warehouse environment, which includes data design, database architecture, and metadata and repository creation. Translates business needs into long-term architecture solutions. Defines, designs, and builds dimensional databases. Responsible for developing data warehousing blueprints, evaluating hardware and software platforms, and integrating systems. Evaluates reusability of current data for additional analyses. Conducts data cleaning to rid the system of old, unused, or duplicate data. Reviews object and data models and the metadata repository to structure the data for better management and quicker access. (Levels I, II and III)

7. **Data Warehouse Analyst:** Works in a data warehouse environment that includes data design, database architecture, metadata and repository creation. Reviews data loaded into the data warehouse for accuracy. Responsible for the development, maintenance and support of an enterprise data warehouse system and corresponding data marts. Troubleshoots and tunes existing data warehouse applications. Conducts research into new data warehouse applications and determines viability for adoption. Assists in establishing development standards. Evaluates existing subject areas stored in the data warehouse. Incorporated existing subject areas into an enterprise model. Creates new or enhanced components of the data warehouse. (Levels I, II, III, IV)

8. **Database Manager/Administrator:** Designs, develops, re-designs, and administers computerized databases. Installs and tailors database management software. Creates and configures databases, table spaces, and all other relevant database objects. Performs monitoring and tuning for DBMS's and database entities. Responsible for backup/recovery, storage management, and database disaster recovery. Responsible for implementing changes to metadata. Projects long-range requirements for database administration and design in conjunction with other managers in the information systems function. (Levels II, III and IV)

9. **Electronic Data Interchange Specialist:** Provides support for EDI database analysis, design, and operations. Establishes and maintains communications within organization and with partners. Conducts and manages product evaluations. Provides product installation, configuration, and training. Performs systems maintenance to update records, specifications, and operating procedures of partner systems. Maintains EDI account transaction activities. (Levels II and III)

**10. PC Maintenance Technician:** Performs general maintenance tasks, troubleshoots and repairs computer systems and peripheral equipment located throughout the organization. Maintains an adequate spare parts inventory of systems, subsystems, and component parts used in repair work. (Levels I, II and III)

**11. PC Systems Specialist:** Performs analytical, technical and administrative work in the planning, design and installation of new and existing personal computer systems. Installs new hardware and maintains existing hardware. Maintains or utilizes telecommunications protocols. Provides informal training to end users in use of equipment and software (Levels II and III)

**12. Software Systems Engineer:** Formulates and defines specifications for operating system applications or modifies and maintains existing applications using engineering releases and utilities from the manufacturer. Responsible for program design, modeling, simulation, coding, testing, debugging and documentation. Responsible for applications dealing with the overall operating system, such as sophisticated file maintenance routines, large telecommunications/communications networks, computer accounting and advanced mathematical/scientific software packages. Instructs, directs, and checks the work of other task personnel. Responsible for quality assurance review and the evaluation of existing and new software products. (Levels I, II, III and IV)

**13. Database Analyst/Programmer:** Designs, implements and maintains complex database applications with respect to JCL, access methods, access time, device allocation, validation checks, organization, protection and security, documentation, and statistical methods. Includes maintenance of database dictionaries, overall monitoring of standards and procedures, and integration of systems through database design. (Levels I, II, III, IV)

#### **TEST/HARDWARE ENGINEERING**

**1. Test Engineer:** Provides testing expertise in the support of user requirements of complex to highly complex software/hardware applications. Directs and/or participates in all phases of risk management assessments and software/hardware development with emphasis on analysis of user requirements, test design and test tools selection. Responsible for ensuring that the test design and documentation support all applicable client, agency or industry standards time lines and budgets. Responsible for ensuring that testing conclusions and recommendations are fully supported by test results, and project managers are fully informed of testing status and application deviations from documented user requirements. (Levels I, II and III)

**2. Hardware Engineer:** Provides functional and empirical analysis related to the design, development, and implementation of hardware for products including, but not limited to, the circuit design of components, development of structure specifications of a personal computer, and the design of a computer display unit. Participates in the development of test strategies, devices, and systems. (Levels I, II and III)

#### **WEB DEVELOPMENT**

**1. Web Content Analyst:** Develops website content that will motivate and entertain users so that they regularly access the website and utilize it as a major source for information and decision-making. (Levels I, II and III)

**2. Web Designer:** Designs, develops, troubleshoots, debugs, and implements software code (such as HTML, CGI, and JavaScript) for components of the website. Manages and performs interface implementation. (Levels I, II and III)

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**Attachment 4**

**DEPARTMENT OF VETERANS AFFAIRS (VA)**

**GLOBAL INFORMATION TECHNOLOGY  
SUPPORT SERVICES (GITSS)**

**CONTRACT MANAGEMENT PLAN  
OVERVIEW  
(April 29, 2003)**

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**CONTRACT MANAGEMENT PLAN FOR  
GLOBAL INFORMATION TECHNOLOGY  
SUPPORT SERVICES**

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**1.0 Introduction/Background:** The purpose of this Contract Management Plan is to provide a general description of how Task Orders are to be issued and administered under the Global Information Technology Support Services (GITSS) contract. These contract tools are intended to allow for maximum flexibility in their use by contracting professionals to satisfy the Information Technology (IT) and Telecommunications needs of their customers. To that end, it is important that the users of these contracts have an understanding of how VA envisions their actual use. The ultimate responsibility for the proper use as well as the successful completion of the work ordered under the GITSS contract belongs to all the parties who participate in the placement of the individual Task Orders (i.e. Contracting Officers, Contracting Officer Technical Representatives/Quality Assurance Representatives, and contractors). It is expected at the onset of the program that the parties responsible for placing and administering Task Orders on the GITSS contract will use sound business judgment within the broad framework of the terms and conditions of the contract to satisfy the needs of their customers.

As a background, the Contracting Activity issuing the GITSS contracts, VA's **BuyIT.Gov**, is a Federal acquisition center operating under authority of the Government Management Reform Act (GMRA), Public Law 103-356, within the VA's Franchise Fund. **BuyIT.Gov** provides acquisition services to all Federal customers and is located at and managed by the VA's largest corporate data center, the Austin Automation Center (AAC), in Austin, Texas. **BuyIT.Gov** specializes in the complex arena of IT and telecommunications contracting. The GITSS acquisition initiative represents the first and most important tool that **BuyIT.Gov** will use to support the IT and telecommunication needs of the Federal Government.

**1.1 Objective:** The objective of GITSS is to support the IT and telecommunications requirements of any Federal customer, anywhere, and at the best value possible. GITSS contracts will allow customers' service requirements to be rapidly filled as they arise by harnessing the capabilities of high-quality contractor teams at affordable prices. Our ability to quickly provide stellar, best value technical support, while being responsive to customer contract administration needs makes GITSS an attractive contract tool to support the IT and telecommunication requirements of all Federal customers. Some other features that make GITSS a value-added contract for Federal customers are:

- (a) The ability to maintain the original number of contract holders throughout the term of the GITSS Program. If the original number of contract holders is reduced for any reason VA has the ability to add contract holders as necessary to maintain the original number of awardees.
- (b) Federal customers using GITSS to meet their IT and telecommunication needs will be able to do so while also helping to meet their agency's acquisition-related goals. For instance, at any customer's request, their agency will be given credit through the Federal Procurement Data System (FPDS) for such achievements as awards to the various socio-economic groups, and performance-based awards.
- (c) Customers can choose to have **BuyIT.Gov** issue and administer Task Orders on their behalf, or, through execution of a simple franchise agreement, they may be delegated the authority to issue and administer their own Task Orders.
- (d) Specific IT-related clauses that will ensure that customers' technical requirements are met.
- (e) When customers make use of **BuyIT.Gov** to issue and administer their Task Orders they will enjoy the benefit of a contracting staff that is not only extremely responsive to their needs, but one that understands IT. This is critical to ensure that the Government's data rights and the contractor's intellectual property rights are protected.
- (f) Ability to provide services in secret, classified, confidential, or other information-security sensitive environments.

**1.2 Who May Use the Contract Vehicle:** Task Orders under this contract may be placed only by **BuyIT.Gov** Contracting Officers, and other Government Contracting Officers whose agency has been delegated authority through a franchise agreement with **BuyIT.Gov**. A list of approved ordering activities will be maintained on the GITSS website, and contractors are required to verify that an ordering activity is authorized to use the contract prior to taking any action on a given requirement.

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## **2.0 Description of Work:**

**2.1 Scope:** The Statement of Work (SOW) for the Basic Contract provides a broad description of the scope of the work contemplated under the GITSS contract.

In summary, the contract vehicle has the ability to order any IT and telecommunication service for any Federal agency, anywhere in the world. The functional areas include, but are not limited to: 1) Network and Telecommunications Infrastructures, 2) Server Hardware and Software, Systems Programming and Systems Administration, 3) Storage Devices, Associated Equipment, and Supporting Software, 4) Desktops, Laptops, Servers, Software, Local and Wide Area Networks, 5) Information, System, Data and Physical Security, 6) Help Desk/Call Center Support, 7) Change Management Systems, 8) Configuration and Architectural and Control, 9) Web Design, Development, Deployment, Providing Services, Maintenance and Updates, 10) E-Commerce and E-Government, 11) Application Design, Development, and Maintenance Throughout the Lifecycle, 12) Project Management Services, 13) Commercial Off-the-Shelf Software Products and Support, 14) Independent Validation and Verification and Systems Quality Assurance Support for IT Services and Software, 15) Database and Data Warehouse Administration, 16) Disaster Recovery, and Business Continuity Operations, Including Physical Infrastructure, Hardware, Software, Network and Personnel, 17) File and Print Services, 18) Computer Systems Facilities Management and Maintenance, 19) Report Processing, 20) Strategic IT Planning and Assessment, 21) Training, 22) Technology Refreshment/Configuration Reviews.

With regard to the nature of IT services covered by GITSS, contract holders must understand that VA and other Federal agencies make use of mandatory contracts to facilitate standardization and other agency acquisition goals. Accordingly, where an agency acquisition vehicle has been designated as “mandatory,” the use of these mandatory contracts may take precedence over the use of GITSS, or require the use of GITSS in consonance with those contracts. Unless a waiver is approved in accordance with agency regulations, services covered by an agency’s mandatory contracts must be acquired through those contracts.

Specific technical requirements for the actual work ordered are expected to be clearly delineated in the Statement of Work (SOW) for the solicitation and subsequent Task Orders issued under the Basic GITSS contracts.

**2.2 Delivery Order Program Management Tasks:** Consistent with the technical services that can be provided, the scope also includes Delivery Order Program Management tasks such as 1) Document/report preparation (including cost schedule status reports or other agency-specific financial reports), 2) Attending meetings/briefings/conferences, 3) Acquiring necessary hardware and/or services, 4) Phase In/Phase Out, 5) Performing travel and 6) providing deliverables. Each solicitation and subsequent Task Order issued is expected to contain the specific format, delivery, and points of contact requirements for the actual work. Requirements may be delineated on the customer’s “agency-specific” forms, such as DD Form 1423’s and Data Item Descriptions.

**2.3 Work Environments:** The GITSS contractors have the ability to provide IT and telecommunications services in any technical environment and on any platform. In addition, GITSS contractors can provide services in sensitive and/or classified work environments up to the Top Secret level. Each solicitation and subsequent Task Order issued is expected to clearly delineate the work environment, specifications, and security requirements. The security requirements may be stated on an agency-specific form such as a DD Form 254.

**2.4 Non-Personal Services:** The services to be acquired under the GITSS contracts are for non-personal services as defined in FAR 37.101. Although the contractor’s employees may be working under the technical direction and surveillance of Government project managers, Government personnel will not supervise or manage contractor employees, nor participate in supervisory or management decisions regarding contractor employees. Government personnel during performance of Task Orders should take steps to ensure there is no perceived “personal service” relationship. Contracting Officers for each Task Order should document their “Non-Personal Services” determination in the contract files in accordance with Federal Acquisition Regulation (FAR) 37.104.

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**2.5 Performance Based Service Contracts (PBSC):** It is intended that the Task Orders issued under this contract be issued with PBSC SOW's and administered accordingly.

**2.5.1 General PBSC Information:** Simply defined, the PBSC approach requires the Government to describe the outcomes desired and the minimum acceptable levels of performance in lieu of telling the contractor how to accomplish the work. It is critical that adequate consideration be given in the development of the Government solicitation to ensure that contractor services match customer's expectations. Requiring activities and GITSS contractors are encouraged to review the Government's guide entitled "Seven Steps to Performance-Based Acquisition." A link to this guide is at [www.acqnet.gov](http://www.acqnet.gov).

Contracting offices issuing GITSS Task Orders are encouraged to use both positive and negative performance incentives in the development of requirements documents and resulting Task Orders. At the minimum a negative incentive of some nature is required in order for a Task Order to be considered performance-based.

**2.5.2 PBSC Statement of Work (SOW) Format:** To maintain consistency in the appearance of documents, Task Orders should follow this format: Section 1 – Introduction, Background, Technical Environment Description; Section 2 – Scope of Work; Section 3 – Specific Requirements; Section 4 – Deliverables; Section 5 – Service Delivery Schedule (including performance objectives and thresholds); and Section 6 – General Information.

**2.6 Purchase of Hardware, Equipment, and Material on GITSS Contracts:** The principal purpose of this contract is not to acquire hardware, equipment, or material. However, it is understood that there will likely be the need for the purchase of hardware, software, and other products as part of satisfying a customer's service needs. The contract is designed to be able to accommodate this feature either as a CLIN on a Fixed-Price Line Item or under the material/unforeseen subcontracting Line Item for T&M or L/H Task Orders. Good business judgment must be used by an acquisition team in placing Task Orders that require the purchase of hardware, software, or other products. All options should be considered to make the best possible business decision for the customer.

### **3.0 Roles and Responsibilities:**

**3.1 Contracting Officer for the Basic Contract:** The VA Contracting Officer responsible for the administration of this Basic Contract (G-1 (a)) has the responsibility for making changes to it or providing final decisions, determinations or interpretations, as needed, to maintain the contract as an effective tool for accomplishing work. Changes to the Basic Contract Contracting Officer of record will be made public on the GITSS Contract website and/or by other correspondence such as email or letter.

**3.2 Contracting Officer for an Individual Task Order:** The Contracting Officer who issues the individual Task Order will be responsible for all pre-award and post-award actions for that Task Order. They will also be the sole point of contact for all contractual matters associated with the Task Order they issue, unless they specifically delegate, in writing, certain functions to other Government personnel or contract administration activities.

**3.3 Contracting Officer's Technical Representative (COTR):** COTR's may also be known as Contracting Officer's Representative (COR) by other agencies' definition. The COTR (or COR) is a qualified Government employee assigned by the Contracting Officer for a specific Task Order to monitor, in whole or part, the contractor's performance. The primary role of the COTR is to provide technical liaison between the Government and the contractor and between the user and the Contracting Officer. The COTR also determines whether contract services or deliverables meet functional, technical, and performance specifications. The COTR is a technical advisor to the Contracting Officer for all aspects of contract administration. The COTR should, ideally, have technical skills and experience to perform their duties. In general, the COTR works for the Government's program manager or other official who has the ultimate responsibility for the work being performed by the contractor.

The Contracting Officer for a specific Task Order is expected to issue a COTR letter of delegation, which will clearly state the responsibilities they have to monitor and assist in the administration of the Task Order. The

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letter of delegation should state the extent of the COTR's authority and copies must be provided to the COTR, the contractor, and any other party the Contracting Officer deems appropriate. All COTR duties revert back to the Contracting Officer in the event the COTR is unavailable or has his authority revoked.

**3.3.1 COTR Limitations:** COTR authority is valid as specified in the letter of delegation. It is not re-delegable. The COTR cannot make changes to the contract that affect price, quantity, or schedule. The Contracting Officer must ensure the COTR has been trained to perform his or her duties.

**3.3.2 COTR Responsibilities:** COTR's generally may be authorized to 1) Monitor the technical performance of the contractor and act as the sole technical point of contact, 2) Provide technical reviews of contractor proposals and other contract submittals, 3) Authorize release of materials or actions requiring Government concurrence 4) Coordinate activities with the contractor and the facility, 5) Review contractor's invoices/payment vouchers and recommend approval to the Contracting Officer, 6) Perform inspection and acceptance functions, 7) Attend meetings, and 8) Any other activities authorized by the Contracting Officer. The COTR will be required to maintain written records of all actions taken that will be subject to periodic inspection by the Contracting Officer.

**3.3.3 Quality Assurance Representative (QAR):** Some Government agencies will have a QAR perform the duties as a COTR so these terms may be interchangeable at times on this contract. In addition, large and complex Task Orders that have work being performed at geographically separated sites may require the COTR to have QARs to help monitor contractor performance. If required, the Contracting Officer will also designate the QAR and their responsibilities, in writing.

**4.0 Types of Task Orders:** The contract contemplates two primary types of Task Orders to be issued. They are 1) Level of Effort and 2) Completion. It is possible that a Task Order may have elements of both types.

**4.1 Level of Effort Task Orders:** "Level of Effort" Task Orders are issued to provide a labor effort where there is no distinguishable deliverable that will result from the action. Providing the services is, in effect, the deliverable.

**4.2 Completion Task Orders:** "Completion" Task Orders are issued to complete a task that will result in the delivery of a product/result or completion of a specific task. The services being performed may be considered incidental to the completion of the task for which the services are provided.

**4.3 Task Order Contract Type:** Every Task Order should be issued in accordance with the Contract Line Item (CLIN) structure provided in Section B. Task Orders may be issued as Fixed-Price (FP), Time and Materials (T&M) or Labor-Hour (L/H), or a combination thereof. Task Orders are "stand alone" contract actions. Contracting Officers and COTRs should take particular care to ensure contractor costs are not intermingled among Task Orders.

**4.4 Deciding the Appropriate Contract Type for Each Task Order:** Selecting the appropriate contract type for each Task Order is a critical element in successfully satisfying a customer's requirement at reasonable prices. Each Task Order should clearly state the contract type of the action. The solicitation may dictate the contract type or it may require that the contractor, as part of its proposal, to propose the contract type to be used.

**4.4.1** The Contracting Officer should consider the factors delineated in FAR 16.104 when deciding the appropriate contract type. GITSS contractors and ordering activities seeking to use the GITSS contracts are reminded that there is a clear preference for the use of Fixed-Price (FP), Performance-Based Task Orders. Any requirement that can be defined fully and accurately must be FP. Although the use of T&M and L/H Task Orders is permitted, their use must be restricted to requirements for which issuance of an FP Task Order is not feasible. When given the opportunity to propose the Task Order contract type, contractors proposing the use of a T&M or L/H Task Order for a given requirement are required to submit to the requiring activity a detailed explanation as to why an FP order is not appropriate. The Contracting Officer may require the Government customer to review the explanation and provide their concurrence or non-concurrence. For those cases where the Government customer is requesting the use of a T&M or L/H Task Order, the Contracting Officer may require the customer to provide a clear explanation as to why an FP order is not appropriate. In any case the

Contracting Officer is responsible for choosing the appropriate contract type and documenting the contract file accordingly.

**4.4.2 Task Order Contracting Officers** are reminded that the use T&M or L/H Task Orders provides no incentive to the contractors to control costs or to work efficiently. Therefore, it is critical that the appropriate degree of Government surveillance is exercised when these contract types are used. Quality Assurance Surveillance Plans (QASPs), must be used and define the nature and level of surveillance to be employed.

**5.0 Task Order Placement Process (Pre-Award):** Special Contract Requirement H-15, describes the Task Order placement procedures. The purpose of this section is to provide a step-by-step overview of the Task Order process.

**5.1 STEP 1 – Customer Interface and Defining Requirements:** The Task Order process starts with a customer's program manager requesting to use the GITSS contract. This may require the execution of a "customer agreement" also known as a franchise agreement (FA) between the VA and the customer. This process is routine and can be accomplished very quickly. The Task Order's Contracting Officer should work closely with the customer's program manager to help define the work requirements, prepare elements of the acquisition package such as a SOW or Statement of Objectives (SOO), the Independent Government Estimate (IGE), the list of Government Furnished Information or other background documents/information needed to place a contract, a list of Government Furnished Material/Equipment/Hardware/Software or facilities to be made available for contractor use during performance, location of performance, site access information, unique security requirements or facility regulations, delivery/performance requirements and thresholds, quality assurance requirements (inspection/acceptance criteria), format requirements, any justifications for providing fair consideration (as discussed in H-14), using other than an FP order, identification of key personnel and a description of their roles, as well as any documents that the team anticipates a contractor may need to build a fully supportable proposal for the requirement. Note, an "actionable" procurement request is defined as one where all the required elements are received along with funding up to the Government estimate.

In addition, the Acquisition Team should give adequate consideration to what type of Task Order solicitation approach is appropriate to satisfy the customer's requirement. Specifically, the team should determine if the Government can describe its needs in sufficient detail to prepare a SOW or whether the task objective(s) should be used to have the contractor(s) prepare a SOW that can be used as part of the evaluation process.

**5.2 STEP 2 – Providing Advance Notice and a Project Description Summary to the GITSS Contract Holders:** We expect to use the GITSS website to post our requirements so as to provide an advance notice to our contract holders of what potential Task Orders are on the horizon. This will allow them to better position themselves to respond or even assist us in developing our requirements. In addition, we envision the GITSS website being used to facilitate small businesses in providing information on their capabilities to our prime contractors for possible subcontracting opportunities. Note that this is not a requirement for any action but rather an expected enhancement to our business processes.

**5.3 STEP 3 – Acquisition Planning/Contract File Documentation:** The Task Order Contracting Officer, in conjunction with the customer, needs to finalize a Task Order Acquisition Plan. This includes such actions as: 1) Ensuring security requirements are consistent with the proposed work, 2) Obtaining Information Resource Management (IRM) Plan, or any other internal approvals required, 3) Executing an appropriate determination for a proposed Non-FP Task Order, 4) Determining if there is a need for implementing the Conflict of Interest (COI) restrictions in accordance with H-03 based upon the work requirements, 5) Finalizing the Quality Assurance Surveillance Plan Requirements, 6) Including a determination for any options on the Task Order, 7) Obtaining authorization to use an Unpriced Contract Action (UCA), 8) Preparing the selection criteria for competitive actions, 9) Determining the need for any agency unique requirements, clauses or provisions to be included in the Task Order solicitation/contract document, 10) Deciding whether a site visit or pre-proposal conference is necessary for the potential work, and 11) any other action that the Acquisition Team deems appropriate.

**5.4 STEP 4 – Fair Opportunity to be Considered:** Task Orders may be awarded on a single source basis, if the situation warrants, or they may be competed among any or all the GITSS contract holders. The preferred

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method of awarding Task Orders is by competitive means. The Task Order Contracting Officer will use prudent business judgment as delineated in FAR 16.505 in deciding which and how many firms to solicit on specific Task Orders. The contract file must contain a memorandum documenting the rationale behind their decision. Maximum communication between Government personnel and the contract holders is encouraged to ensure an informed decision is made in the selection of firms to solicit for individual Task Orders. The contractor's past performance records should also be a major consideration in this decision process.

Task Ordering Contracting Officers are reminded about the requirement in Special Contract Requirement H-14, which mandates that every competitive Task order valued at \$100,000 or less be offered only to the small business contract holders.

**5.5 STEP 5 – Preparing and Issuing a Task Order Solicitation:** Task Order solicitations are expected to be issued in letter format via email to the contractor(s). They should contain all the appropriate documents referenced in Step 1 above. The solicitations must clearly state the proposed contract type (or request the contractor to propose one for the Government's consideration), any customer unique requirements, evaluation criteria, performance period requirements, site visit information as applicable and any other proposal instructions the Contracting Officer determines to be necessary to evaluate a contractor's proposal. Emphasis should be given to keeping proposal requirements as "lean" and simple as possible. Consideration should also be given to whether or not a site visit and/or Task Order Pre-Proposal Conference should be conducted. A reasonable amount of time should be given to the contractor(s) to respond to the solicitation. It is noted the contract rates have been determined to be fair and reasonable to the Government based upon adequate price competition during the award of the basic GITSS contracts. However, the Contracting Officer's should include a statement to encourage the potential offerors to discount their proposed rates based upon actual work requirements, place of performance, or other factors that may allow the contractor to offer such discounts.

**5.6 STEP 6 – Proposal Preparation and Receipt:** The Task Order Contracting Officer should make maximum information available and respond to all questions that the contractor(s) may have as they prepare their proposal(s). Use of "electronic" documents are encouraged for speed and cost efficiency. This is especially important when considering that customers will likely be geographically separated from the contracting staff. It is acceptable for contractors to propose unforeseen subcontracting and material, etc. However, it is incumbent upon the contractor to support those costs, as the acquisition situation may require.

**5.7 STEP 7 – Proposal Evaluation/Developing the Government Objective:** The Task Order Contracting Officer should provide a specific request and direction for the technical evaluation to the customer that clearly describes the areas that require technical review. Proposals should be treated as "proprietary information" since they will likely contain business sensitive information. Documents should be marked accordingly. For competitive Task Orders, it is the Task Order Contracting Officer's responsibility to ensure that the proposal evaluation is conducted in accordance with the established plan. Contracting Officer's should also ensure that there are no unacceptable terms, conditions, or contingencies proposed by the contractor(s). In short, it is critical that the Government and contractor(s) have a "meeting of the minds" regarding what is expected and what is to be provided.

Technical evaluators should generally seek to determine that the technical aspects of the contractor's proposal are: 1) Technically acceptable and are consistent with Government requirements (in those cases where a SOO/contractor SOW are being used, the contractor SOW must be reviewed to determine if it meets the customer's needs), 2) Reasonable and consistent with the level of effort being proposed, 3) Reasonable with regard to quantities of hours and labor mix proposed, 4) Reasonable with regard to proposed quantities of materials, equipment, and subcontracting effort that are necessary for successful completion of the task, 5) Reasonable with regard to the period of performance/delivery schedules proposed, 6) Acceptable in terms of the technical assumptions made, 7) Acceptable in terms of any proposed changes to labor category qualifications, 8) Acceptable with regard to risks associated with their proposal.

Contracting Officers have the overall responsibility of bringing together all the evaluation elements to ensure that customer requirements are met at reasonable prices. While the technical review is occurring, Contracting Officers should also be reviewing proposals to: 1) Ensure proposed prices/ceiling amounts are reasonable (this may include verification that the rates used in building the proposal are less than or equal to the rates in the

contract), 2) Ensure that the contractors agree with the Government's terms and conditions listed in the Task Order solicitation and/or the Basic Contract (this includes making sure the contractor hasn't proposed any unacceptable terms and conditions), 3) Ensure that the contractor meets all other project requirements, 4) Evaluate any proposed costs for subcontracting, material, equipment, travel, etc, 5) Review contractor's past performance record as it relates to the proposed Task Order, 6) Ensure all other logistical considerations are agreed to and found to be acceptable, and 7) Ensure that proposed subcontracting goals for the Task Order are acceptable for large business contract holders.

Note, Contracting Officers should be aware of the possible need to request Cost or Pricing Data for non-competitive Task Orders where subcontracting or material costs are greater than the threshold established by the FAR, currently \$550,000. Further, Cost Accounting Standards (CAS) compliance and disclosure requirements may come into play depending on the nature of the Task Orders issued, and the large business contract holders' current CAS coverage.

#### **5.8 STEP 8 – Discussions, Fact-Finding, Developing a Government Objective, and Negotiations:**

Acquisition Teams may engage the participating contractor's in questions, clarifications, and fact-finding as the Task Order Contracting Officer determines to be necessary. These activities may occur either verbally or in a written format. Ultimately, the Task Order Contracting Officer uses all the information and inputs to make an award decision. For competitive Task Orders, this may entail making the "Best Value" determination, in which case the competitive environment will serve as the rationale for determining that the price is fair and reasonable. For single source Task Orders, the Task Order Contracting Officer will use a combination of competitive methods (i.e. the fact that the labor rates used to build Task Order prices came from the Basic Contract, which was awarded based upon the original competition) and an analysis of the individual elements of cost proposed. Negotiations may also include non-price related factors. A formal Pre-Negotiation briefing or "Best Value" selection presentations to senior Government leadership may be warranted and mandated. It is the Task Order Contracting Officer's responsibility to document the award decision, which may include a "Best Value" decision memorandum or an abbreviated Price Negotiation Memorandum.

**5.9 STEP 9 – Task Order Award:** Task Orders are issued as unilateral documents. The Contracting Officer is encouraged to obtain an acceptance acknowledgement from the contractor. Contracting Officers must notify unsuccessful contractors of the award decision. Contract holders may not protest an award decision other than on the grounds that the award increases the scope, period, or maximum value of the contract. However, the Government Evaluation Team should upon request provide the participating firms a debriefing of the selection decision so that they may improve their submittals on future Task Orders. Further, the VA has a Task Order Ombudsman to review and make determinations regarding contract holders' complaints pertaining to VA's application of the fair opportunity selection process as defined in Section H-16. For Task Orders issued by agencies other than VA, those agencies will provide an Ombudsman to serve in this role for their agency.

For consistency, GITSS Task Orders should follow the Uniform Contract Format in FAR 15.204-1. Contracting activities are reminded of the FPDS requirement to properly record the obligation. For those cases where the issuing activity is awarding a Task Order on behalf of another agency, refer to the specific "Customer Agreement" to determine whether the customer or the issuing office should receive credit for the obligation in FPDS. Also, ensure that all interested parties get a copy of the final Task Order document for their records, once executed. Task Order distribution is also a good time to issue any COTR/QAR delegation letters.

**6.0 Subcontracting:** Because of the broad technical scope, worldwide performance requirements, and potential value of the GITSS Program, it is recognized that teaming/subcontracting will play a critical role in the success of GITSS. The following information is provided for the purposes of administering the teaming/subcontracting aspects of the contracts.

**6.1 Consent to Subcontract:** The Task Order Contracting Officer is responsible for providing consent to subcontract in accordance with FAR 44.2 as they determine to be appropriate for their requirement. It is the intention at the onset of the GITSS program that contractors identified as team members, with labor rates established in the Basic Contracts, do not require further consent approval of the Task Order Contracting Officer.

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**6.2 Subcontracting Plan Compliance (Applicable to Large Business Contract Holders):** The GITSS contracts contain Special Contract Requirement H-24, entitled, “Enhanced Subcontracting Plan,” which requires large businesses to subcontract to small business and small business subgroups at least 20 percent of the dollars obligated on the contract. Task Order Contracting Officers are urged to make small business subcontracting considerations part of their evaluation criteria for their requirements.

Ensuring contractor compliance with meeting their subcontracting goals will be a joint responsibility of the Contracting Officer for the Basic Contract and the Contracting Officers for each Task Order issued. Contractors’ compliance with the Subcontracting Plan requirements will be assessed on all active Task Orders each year. More specifically, the Basic Contract Contracting Officer will review all active Task Orders for the previous 12 months to determine if each large business contract holder is meeting its goals on a cumulative basis. Therefore, it will be acceptable for a contractor to fall short of meeting subcontracting goals on individual Task Orders as long as it meets or exceeds the goals on an overall basis for the year.

The contractor is required to submit the Standard Form (SF) 294, Subcontracting Report for Individual Contracts and the SF 295, Summary Subcontracting Report, to the Basic Contract Contracting Officer. The Basic Contract Contracting Officer, in consultation with other Government personnel, has the ultimate responsibility for determining if the contractor is meeting its obligations for Subcontracting. If it is determined that the contractor is not meeting its obligations and liquidated damages are appropriate, the Basic Contract Contracting Officer will work with the Contracting Officer(s) of the Task Order(s) to which the application of liquidated damages would be most appropriate, to determine how best to effect the liquidated damages.

**6.3 Limitation of Subcontracting Applicable to Contracts Awarded to Small Business Concerns as a Partial Set-Aside:** FAR 52.219-14, entitled, “Limitation on Subcontracting,” applies to the GITSS contracts awarded as a partial small business set-aside. The small business prime contractor will be considered compliant with this clause if all small businesses that comprise the team are performing at least 50 percent of the cost of the contract. Contractors are advised that the Government Acquisition Teams will be cognizant of the contractors’ compliance with this requirement.

## **7.0 Quality Assurance:**

**7.1 Quality Assurance Surveillance Plans (QASPs):** The QASP is the document that provides the contractor with information on Government requirements, the level of performance expectations, and how the Government will confirm that the services are acceptable. The complexity of the plan should match the characteristics of the given services. Each GITSS Task Order should have a QASP specifically tailored for the work to be completed. The QASP should be prepared as a joint effort between the customer and the Task Order Contracting Officer. It may also be appropriate for the QASP to be included as part of the Task Order solicitation so that the contractor(s) know how the Government intends to inspect performance. Conversely, the contractor may be requested to propose a QASP as part of its contractor-prepared SOW provided in response to a Government SOO solicitation. The QASP, once determined acceptable by the Contracting Officer, should be incorporated as an attachment to the Task Order.

**7.2 Contents of QASPs:** The QASP should contain 1) The same performance objectives (service required) as in the Task Order SOW, 2) Performance thresholds identified in the Service Delivery Schedule (specific standard required) for the Task Order and 3) Method of Government surveillance. Examples of surveillance methods include customer complaints where contractor nonconformance can be validated, trend analysis, periodic inspections, contractor metrics, random sampling, third party audits, 100 percent surveillance, and review of deliverables.

**7.3 Inspection Clauses:** FAR clauses that are incorporated for use in this contract include 52.246-2 Inspection of Supplies- Fixed Price, 52.246-4 Inspection of Services- Fixed Price, 52.246-6 Inspection of Time-and-Material and Labor-Hour, 52.246-6 Inspection-Time-and-Material and Labor Hour Alternate I and 52.246-16 Responsibilities for Supplies. The Task Order Contracting Officer should choose the appropriate inspection clauses for their Task Order. Re-performance of unacceptable deliverables or services at no additional cost to the Government is the preferred course of action when initial performance is unacceptable. Reduction of the Task Order price or other reduction in contractor compensation may also be appropriate.

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**7.4 Task Order Reporting and Program Management:** The GITSS contract has the ability to order performance progress reports as well program management reviews when the proposed work warrants such requirements. The Government Acquisition Team should use these tools along with the QASP to monitor and verify that the contractor's performance meets the required standards and/or that progress towards meeting deliverables is sufficient and consistent with the funds being expended on the Task Order.

**7.5 Surveillance Records:** The COTR and QAR personnel must establish and maintain records related to the performance of their duties for a Task Order. These files are subject to periodic inspection by the Task Order Contracting Officer and, as requested, by the Basic Contract Contracting Officer, to ensure adequate surveillance is being conducted in the field. Contracting Officers should document their review of the COTR files in the Official Contract file. Deficiencies in the COTR's surveillance should be noted along with the corrective action and the problems should be followed up on in the next inspection. Continuous problems encountered in the oversight of a Task Order that are a result of COTR/QAR negligence will result in the revoking of these responsibilities. COTR surveillance files should contain 1) Letter of COTR/QAR delegation and all Task Order contract documents, 2) Copies of training documentation, 3) Task Order QASP, 4) Records of inspection or surveillance performed, 5) Correspondence related to performance, 6) File review results along with any corrective actions taken, 7) Copies of deliverables or reports, 8) Technical direction given to the contractor, 9) Government property/facilities records, 10) Notes or memos of conversations, written instructions, and 11) Copies of invoices they have recommended for payment approval.

The file should contain enough detail so that if a contract dispute or claim occurs, the Contracting Officer can reconstruct what occurred. The file must be maintained intact and updated by each successor COTR until the Task Order ends. These COTR files should be provided to the Task Order Contracting Officer at the end of the Task Order for inclusion into the official contract file.

**7.6 Acceptance of Services and Deliverables:** The COTR/QAR should immediately alert the Task Order Contracting Officer of delinquencies, unsatisfactory performance, possible changes, performance problems of any kind, and potential disputes. Early notification will allow the Contracting Officer to take formal action to protect the Government's contractual rights, obtain contractor commitment for corrective action, withhold payments, request re-performance, or terminate the Task Order.

The Contracting Officer may delegate the acceptance of services and/or deliverables responsibility to the COTR as part of their normal duties. Any issues or problems should be promptly referred back to the Contracting Officer for resolution.

**8.0 Payment Process:** Payments for GITSS Task Orders will be made in accordance with H-16 through 19 of the contract. The acquisition team members responsible for contractor performance surveillance must notify the Task Order Contracting Officer immediately of performance problems or if the contractor's services/deliverables are substandard.

**8.1 Payment methods:** Payment methods should be considered during Acquisition Planning as the Government's requirements are being developed and they should be consistent with the actual work. In short, the Contracting Officer should make sure that payments are consistent with the contract type employed, the services rendered, the deliverables submitted, or as otherwise appropriate.

**8.2 Audits of Invoices and Labor Audits:** Task Order Contracting Officers and contract holders are encouraged to review and understand the application of the audit authority afforded the Government through the applicable payment clause.

**9.0 Contractor Performance Assessment Process:** Maintaining records of GITSS contractors' performance is an essential element for *BuyIT.Gov* to be able to continuously offer the best possible services to our customers. FAR 42.1500 requires performance information be periodically collected and also collected at the end of every contract action valued over \$100,000.

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**9.1** The Contracting Officer(s) for the Basic Contracts will be responsible for collecting and maintaining this information for each of the GITSS contract holders. During the first quarter of each fiscal year (October – December), the Contracting Officer for each Basic Contract will request performance assessment information on all Task Orders that were in effect during the previous fiscal year from the individual Task Order Contracting Officers using the VA’s internal form. Those Contracting Officers are expected to conduct the performance assessments by seeking input from their COTR’s, QARs, and customers. Once the performance assessment is complete, the Task Order Contracting Officer must coordinate the assessment with the contractor. If there is a disagreement in the performance rating, the Task Order Contracting Officer will provide the Government’s assessment along with the contractor’s rebuttal to a Government official who is one-level above the Task Order’s COTR/Program Manager for a final determination. Once that Government official has considered both positions, they will make a final determination on the matter and provide it to the Task Order Contracting Officer for distribution and filing. The Task Order Contracting Officer will distribute the finalized document to the contractor, the Contracting Officer for the Basic Contract, the COTR, and include a copy in the Task Order contract file.

**9.2** A centralized performance assessment record will be maintained by the Basic Contract Contracting Officer(s). The Contracting Officer for each Basic GITSS Contract will make this information available to any Government official who requests it.

**9.3** GITSS contractor holders are reminded that their performance record will have a substantial impact on whether or not they are selected to compete for future Task Orders. Furthermore, past performance records are likely to be evaluation criteria during the competition for the individual GITSS Task Orders. Therefore, it can be assumed that a contractor’s performance record will have a large impact on the volume of work it competes for and is awarded under its GITSS contract as well as other Federal contracts.

**9.4** The ability of the contractor to take actions to improve its past performance standing and to avoid those actions that would result in lowering its past performance standing are critical to maintaining a competitive posture as a contract holder on the GITSS Program. Considering the importance of contractor Task Order performance information, the following are offered to assist the contractor:

**9.4.1** The following are examples of actions that the contractor can take to improve its past performance standing:

- 9.4.1.1** Complete Task Orders within their terms as awarded, e.g., deliver within schedule, at the price agreed upon, and under the terms established.
- 9.4.1.2** When applicable for the given Task Order, propose performance-based solutions. A performance-based solution is one in which the contractor’s proposal includes results-based deliverables where payment is tied to results; negative, or both negative and positive performance incentives; measurable performance objectives and performance standards; and a quality assurance plan that describes how outcomes will be measured against the performance standards.
- 9.4.1.3** When appropriate for the given requirement, propose on a firm fixed-price basis whenever feasible.
- 9.4.1.4** Submit invoices and vouchers timely.
- 9.4.1.5** Provide suggested process improvements for the GITSS Program. Although the Government is under no obligation implement any suggested change, submission of ideas that are adopted will improve the contractor’s past performance standing.
- 9.4.1.6** Bring customers to the GITSS Program. Although the procedures in FAR 16.505 will be followed in the selection of a Task Order awardee for all orders, marketing of the GITSS Program and acquiring customers for the Program will improve the contractor’s past performance standing.

**9.4.2** The following are examples of actions that may result in lowering the contractor’s past performance standing:

- 9.4.2.1** Proposing or performing on Task Orders in a manner contrary to subparagraphs 9.4.1.1-6
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above.

**9.4.2.2** Failure to timely or accurately remit payments or reports associated with the administration of the contract usage fee or associated with any other contract requirement.

**9.4.2.3** Failure to demonstrate a cooperative spirit in dealing with contracting offices and customer organizations.

**9.4.2.4** Habitually failing to propose on competitive Task Order requirements.

**10.0 Security:** The GITSS contracts have been awarded to firms that have Top Secret facility and personnel clearances in anticipation that these vehicles could be used to order classified work up to that level. In addition, non-classified sensitive work is also anticipated to be ordered. Non-classified sensitive requirements may include work on networks or in environments where contractor personnel have access to sensitive information such as personal financial records.

As stated in Section 5.1 above, the security requirements for specific Task Orders should be considered by contracting offices during the acquisition planning process when the specific work requirements are known. The Task Order may contain the agency-specific security requirements, either in the SOW or as an attached agency-specific form.

**11.0 VA Administrative Fees:** In order for **BuyIT.Gov** to recover the costs associated with creating and maintaining the GITSS Program as well as issuing and administering Task Orders for specific customer requirements, administrative fees will be collected.

**11.1 Contract Usage Fee:** A contract usage fee as described in H-29 is included in the cost of each Task Order. This fee is built into the contract holders' unit prices on all GITSS Task Orders and is collected on the total invoiced amount. Contract holders are strongly encouraged to become familiar with all the requirements associated with the administration of this fee.

**11.2 Acquisition Services Fee:** In addition to the contract usage fee, which is collected on every invoice, an acquisition services fee will be collected directly from customers where **BuyIT.Gov** contracting staff awards the Task Order. The customer fees for using **BuyIT.Gov** acquisition services will be established and collected by specific franchise agreements (FA) between **BuyIT.Gov** and its customers. It's critical that all customers understand this fee. A sample FA will be posted on the GITSS website. In addition, other Federal agencies receiving a delegation of authority to issue and administer GITSS task orders (via execution of a **BuyIT.Gov** franchise agreement) may impose their own add-on fees. The determination to use these fees and the manner of their administration is a matter between the given Government agencies, and has no impact on the contractor.

**12.0 GITSS Contract Website:** The GITSS contract website is [www.aac.va.gov/gitss/](http://www.aac.va.gov/gitss/). In the future **BuyIT.Gov** may develop a master website for its use. At that time the GITSS website address may change to become a sub-site under the master site. When this occurs the new address information will be posted to the existing GITSS website to ensure that all contract holders, customers, and other interested parties have the new information. Some of the major post award features of this website may include: 1) Information on potential future task orders, 2) COTR and training packages, 3) Copies of contract documents, 4) Sample documents, 5) POC information for the contract holders, that small businesses can use to market their services, 6) POC information for the Basic Contract Contracting Officers.

**13.0 Contracting Authority:** The Contracting Officer(s) for the basic GITSS contracts will be responsible for issuing modifications to the Basic Contract. The Task Order Contracting Officers will be responsible for issuing all modifications to their Task Orders and for administering all aspects their Task Orders, including any claims or disputes. Task Order Contracting Officers should notify the Basic Contract Contracting Officer of the need to modify the Basic Contract to make sure it remains a viable tool for their use anytime they feel the need. The issuing office anticipates periodically holding GITSS conferences with contractors, customers, and contracting professionals in an effort to enhance the use of contract tool. Any problems or clarifications concerning the terms and conditions in the Basic Contract should be referred to the Basic Contract Contracting Officer for resolution and interpretations.

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**14.0 Task Order Closeout:** The Task Order Contracting Officers will be responsible for the closeout of the Task Orders they issue. Each Task Order should be closed out as soon as practicable after the work is physically complete. Task Order Closeout is discussed at H-25.

Task Ordering Contracting Officers are reminded to ensure the following when closing out their orders: 1) All services were satisfactorily rendered and/or deliverables and products received/accepted by the Government, 2) Performance assessments are completed, 3) Any investigations or audits are closed, 4) Contractor disputes, liabilities, credits, refunds or claims are resolved, 5) Subcontracts are settled, 6) All payments are made, 7) Invoices and Payment Ledgers have been reconciled, 8) Any excess funds have been deobligated, 9) A release of claims has been obtained from the contractor, 10) Government property, facilities or equipment accounted for and returned in acceptable condition, 11) Any excess materials or parts paid for by the Government are accounted for and returned to the customer, 12) Government Furnished Information accounted for and returned, 13) Contractor employee badges, passes and parking permits accounted for and returned, 14) Any necessary contractor employee out-briefs have been accomplished, 15) All security requirements have been closed, 16) Classified documents have been returned or accountability has been transferred to another contract, and 17) Final subcontracting reports have been submitted and are accepted.